

THE
SECOND PART
OF THE *1608/1030 (3)*
Modern Conveyancer,
OR,
Conveyancing Improved.

In Two Volumes.

BEING A CHOICE
COLLECTION
OF
PRESIDENTS,
ON MOST
OCCASIONS.

Drawn after the Manner of
Conveyancing now in U S E.

By the greatest Hands of this present Age,
Of which some are still living.

To which are Added
OPINIONS of several Learned Council,
Relating to Conveyancing, and other Matters in
LAW.

VOL. II.

With an Exact TABLE to the Whole.

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Temple, adjoining to the Cloysters. 1704.



*The Renewing of a Lease for 99 years de-
terminable upon three Lives, drawn by
Mr. Ewers.*

THIS Indenture made, &c. Between the Honourable Dame M. S. Widow, Relict, and sole Executrix of the last Will and Testament of Major D. late of, &c. Esquire, deceased, and A. G. Widow, Relict and Administratrix of the Goods and Chattels, Rights and Credits of T. G. late of, &c. of the one part, And R. D. of, &c. of the other part: Whereas by Indenture bearing date on or about the, &c. made or, &c. between the said Major D. Sir P. H. of, &c. (since deceased) and the said T. G. of, &c. (by the name of T. G. of, &c.) of the one part, and the said R. D. (by the name of R. D. of, &c.) of the other part; and by Fine *Surconceffer* thereupon had, in Consideration of the Sum of, &c. of lawful, &c. in the said recited Indenture mentioned to be then in hand paid by the said R. D. to the said Major D. (and which was paid accordingly) The said Major D. and (by his direction) the said Sir P. H. and T. G. did grant, bargain and sell unto the said R. D. all and every the Capital Messuage, Messuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby leased, ~~To hold~~ to the said R. D. his, &c. from the making the said recited Indenture for and during the Term of, &c. (if the said R. D. T. T. Son of T. Dr. of Divinity deceas'd, and E. P. of, &c. or either or any of them should so long live) at the yearly Rent of, &c. of lawful, &c. in which said

Recital of a
Lease for 99
years, if three
Lives shall so
long live.

Covenant on
the part of the
Lessee to pay
such a Fine.

said recited Indenture is contained a Covenant on the Part of the said Major D. his, &c. That he the said Major D. his, &c. and all and every other Person and Persons, any thing having or claiming by, from, or under him or them, or in Trust for the said Major D. his, &c. should and would from time to time upon Request made by the said R. D. his, &c. and upon payment of the Sum of 400 l. of lawful Money of England, unto the said Major D. his Executors, Administrators and Assigns, at one entire Payment at the House of the said Major D. in, &c. for and in the name of a Fine for the same in six Calender Months next after the death of one of them the said R. D. T. T. and E. P. at the Costs and Charges of the said R. D. his, &c. make a new Lease of the Premises thereby granted as aforesaid (under the same Rents, Covenants, Conditions, Considerations and Agreements as are mentioned and expressed in the said recited Indenture of Lease) unto the said R. D. his, &c. for and during the Term of, &c. determinable upon the Death of the two surviving Lives, and the Life of such other Person as the said R. D. his Executors, Administrators or Assigns should for that purpose nominate ; And in which said recited Indenture there is also contained a Covenant on the part of the said R. D. his, &c. That upon the Death of any one of them, the said R. D. T. T. and E. P. the said R. D. his, &c. should and would from time to time at the place of Payment, and within the time limited as aforesaid, pay or cause to be paid the said Sum of 400 l. to the said Major D. his, &c. at one entire Payment, and nominate the Person to the said Major D. his Executors, Administrators or Assigns, for whose Life with the other two surviving Lives, the Lease of the Premises, should



should be made for the Term aforesaid, and accept the said Lease and Seal, the Counterpart thereof, as in and by the said recited Indenture (amongst divers other Covenants and Agreements therein contained) and the said Fine (relation being thereunto had) at large appears;

And Whereas the said E. P. is now lately deceased, And the said R. D. and T. T. the Son, are both now living, Now this Indenture Witnesseth,

That in Consideration of the Sum of 400 l. of lawful Money of England to the said Dame M. S. in hand paid by the said R. D. at or before the enfealing and delivery of these Presents, the Receipt whereof she the said Dame M. S. doth hereby acknowledg, and thereof and of every part thereof doth acquit and discharge the said R. D. his, &c. by these Presents, And in Consideration of the Sum of 5 s. of like Money to the said A. G. in hand likewise paid by the said R. D. at or before the enfealing and delivery of these Presents, the Receipt whereof is hereby acknowledged, she the said A. G. (at the request, and by the direction any appointment of the said Dame M. S. testified by her being made a Party to, and her sealing and delivery of these Presents) and also the said Dame M. S. Have and each of them

Hath bargained, sold, leased, set and to farm lett, and by these Presents do, and each of them doth bargain, sell, lease, set, and to Farm lett, unto the said R. D. All that Capital Mesuage or Tenement, with the Appurtenances situate, &c. now in the Tenure or Occupation of the said R. D. called or known by the name of, &c. And all that other Messuage or Tenement with the Appurtenances in, &c. called or known by the name of, &c. and now or late in the tenure or Occupation of A. W. or his Assigns, and all

The Executrix of the Lessor, and the Administratrix of the Trustee, bargains, sells, Leases, sets, and to farm lets.

Except Timber-trees, &c.

that Mesuage or Tenement with the Appurtenances in, &c. and now in the Tenure of the said R. D. or his Assigns, And all those two Cottages or Tenements with the Appurtenances in, &c. aforesaid, heretofore in the Tenure of, &c. and now or late in the Tenure or Occupation of, &c. their Assigns or Under-tenants, And all Barns, Stables, Out-houses, Buildings, Courts, Back-sides, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Waters, Fishings, Commons, Furzes, Heaths, Marshes, Marshgrounds, Wastes, Royalties, Privileges and Immunities whatsoever, to the Premises aforesaid belonging, or in anywise appertaining, or accepted, reputed or taken, or now or at any time heretofore used, occupied and enjoyed as Part, Parcel or Member thereof, And all other the Mesuages, Lands, Tenements and Hereditaments whatsoever of them the said Dame M. S. and A. G. or either of them which lately were the Mesuages, Lands, Tenements and Hereditaments of the said Major D. situate, &c. and which were granted or mentioned to be granted to the said R. D. by the said recited Indentures, and the Reversion and Reversions Remainder and Remainders, and all Rents and Services received out of, or payable for or in respect of the Premises aforesaid, or any part thereof (except and always reserved out of this present Lease unto the said Dame M. S. her, &c. the Bodies of all Timber-trees, and Trees like to be Timber, standing, growing or being upon the Premises or any part thereof, with the Lop, Top and Shroud of all Trees, standing, growing or being, or which at any time hereafter shall stand, grow or be upon the Home-close adjoining to the said Capital Mesuage called, &c. or any part thereof;) To have
and

and to hold the said Mesuages, Cottages, Lands, Meadows, Pastures, Woods, Underwoods, Waters, Fishings, Commons, Tenements and Hereditaments, and all and singular the Premises mentioned to be hereby leased (except before excepted) unto him the said R. D. his, &c. from the Determination of the said recited Term of 99 years determinable as aforesaid, for and during the full Time and Term, and unto the full End and Term of 99 years from thence next ensuing fully to be compleat and ended; if W.W. the Son of R.W. of, &c. shall so long live; **Reserving and paying** therefore yearly during the said Term hereby leased, at or in the said Capital Mesuage in S. aforesaid, the full and clear Rent or Sum of, &c. of, &c. on the Feast-days of, &c. by even and equal Portions (the first half yearly Payment thereof to begin, and to be made at such of the same Feasts as shall next happen after the Commencement of this Present Lease in Possession) And if it shall happen the said yearly Rent or Sum of, &c. hereby reserved, or any part thereof to be behind or unpaid in part or in all by the space of 21 days next after any of the said Feasts or days of Payment whereon the same ought to be paid as aforesaid, during the said Term hereby granted, That then and from thenceforth it shall and may be lawful to and for the said A. G. and her Assigns, and the said Dame M. S. and her Assigns, and the Executors, Administrators and Assigns of the said Major D. or any of them into the said Premises hereby leased, or any part thereof in the name of the whole to re enter, and the same to have again hold and enjoy as in their former Estate, any thing herein-contained to the contrary in anywise notwithstanding, And the said R. D. for himself, his, &c. doth cove-

The Lessee
covenants to
pay the Rent
without de-
duction for
Taxes, Free-
quarters, &c.
Contribution
or Imposition
whatsoever,
chargeable by
Act of Parlia-
ment or
otherwise.

nant and grant to and with the said Dame M. S. her, &c. and the Executors, Administrators and Assigns of the said Major D. by these Presents in manner following (that is to say) That he said R. D. his, &c. shall and will yearly during the said Term hereby leased well and truly pay or cause to be paid the said yearly Rent hereby reserved at the days and place of Payment aforesaid, and that without any manner of Deduction or Defalcation for any kind of Taxes or Payments, Free-quarter, Contribution or Imposition whatsoever, that are or shall be charged or chargeable upon the Premises aforesaid, or any part thereof in any year during the said Term hereby leased by Act of Parliament or otherwise howsoever; And further, That he the said R. D. his, &c. shall and will from time to time, and at all times hereafter during the said Term hereby leased at his and their Costs and Charges, well and sufficiently repair, maintain, sustain, keep and uphold all and singular the Messuages, Cottages, Barns, Stables, Buildings, Walls, Mounds, Gates, Pales, Rails, Ditches, Fences, Hedges, and Inclosures in by and with all manner of necessary and needful Reparation, fencing, cleansing, scouring and in Husband-like manner dunging and manuring the Lands, Meadows, Pastures, and other the said hereby leased Premises, yearly during the said Term hereby leased (the said A. G. and Dame M. S. their, &c. or some of them upon demand allowing rough Timber for the necessary Repairs of the Premises if the same may be had and found growing upon the, &c. or any other of the said leased Premises, during the said Term hereby leased;) And the same Premises and every part thereof being so as aforesaid well and sufficiently repaired, maintained, sustained, kept, upheld, fenced, cleansed,

cleansed, ditched, scoured, dunged and manured at the end or other Determination of the said Term hereby leased, shall leave and yield up unto such Person or Persons who for the time being shall be intituled unto the Reversion of the Premises mentioned to be hereby leased, expectant upon the determination of the said Term hereby granted; And the said Dame *M.S.* for her self, her, &c. doth covenant, promise and grant to and with the said *R.D.* his, &c. by these Presents, That they the said Dame *M.S.* and *A.G.* or one of them now have or hath in themselves, or one of them good Right, full Power, and lawful Authority to bargain, sell, lease, set, and to farm let, the said Premises mentioned to be hereby leased, and every of them, and every Part and Parcel thereof in manner as aforesaid; And that it shall and may be lawful to and for the said *R.D.* his, &c. under the Rents and Covenants herein-contained quietly and peaceably to hold and enjoy the said Hereditaments and Premises mentioned to be hereby leased and every part thereof during the said Term hereby leased free and clear, and freely and clearly acquitted and discharged or otherwise well and sufficiently saved harmless and indemnified of and from all and all manner of former and other Gifts, Grants, Annuities, Leases, Bequests, Devises, Charges, Titles, Troubles and Incumbrances whatsoever, had made, suffered or done by the said Dame *M.S.* the said Major *D.* Dame *M.C.* of, &c. aforesaid Widow, deceased, and *E.J.* of, &c. aforesaid Widow, deceased, *R.D.* and *J.D.* of *P.* aforesaid Esqs; deceased, Grandfather and Father of the said Major *D.* or either or any of them, or any other Person or Persons whatsoever claiming or to claim by, from, or under or in Trust

The Lessor's
Covenant up-
on the Death
of one Life
to renew.

for them or either or any of them, or by their or any of their Means, Act or Procurement (One Indenture of Lease to *J. W.* of *S.* aforesaid of the said Cottage, sometime in the Tenure of *A. L.* for 99 years, determinable upon the Death of three Lives therein-named under the yearly Rent of 5 s. only excepted;) And the said Dame *M. S.* for her self and her Assigns and the Executors, Administrators and Assigns of the said Major *D.* doth covenant, promise and grant to and with the said *R. D.* his, &c. by these Presents, That the said *A. G.* and her Assigns, and the said *M. S.* and her Assigns, and the Executors, Administrators and Assigns of the said Major *D.* and all and every other Person and Persons having or lawfully claiming, or which shall or may have or lawfully claim any Estate, Right, Title or Interest either in Law or Equity, of, into or out of the said Mesuages, Lands and Premises mentioned to be hereby leased, or any of them, or any Part or Parcel thereof, from, by, under, or in trust for them or any of them, or from, by, or under, or in trust for the said Maj. *D.* shall and will within 6 Calendar Months next after the Death of such of them the said *R. D.* and *T. T.* the Son as shall first die, At the Request, Costs and Charges in the Law of the said *R. D.* his, &c. and upon his or their Payment to the said Dame *M. S.* or her Assigns, or to the Executors, Administrators or Assigns of the said Major *D.* at or in the now Dwelling-House of the said Dame *M. S.* situate in *P.* aforesaid, the Sum of 400 l. of lawful Money of *England* at one entire Payment for or in the name of a Fine make and execute a new Lease to the said *R. D.* his, &c. of the said Mesuages, Lands and Premises mentioned to be hereby leased for the Term of 99 years determinable upon the Death of one such

such other Person as the said *R. D.* his, &c. shall then for that purpose nominate which said Lease so to be made as aforesaid shall be made, to commence from the Determination of the said recited Term of 99 years, and the Term of 99 years hereby leased, and shall be made at and under the same Rent, and with the like Covenants, Conditions and Agreements (*mutatis mutandis*) as are in these Presents contained, except this present Covenant or Agreement for renewing, in lieu of which said last Covenant or Agreement shall be contained in the same Lease so to be made as aforesaid, a Covenant and Agreement on the part of the said Dame *M. S.* and her Assigns, and the Executors, Administrators and Assigns of the said Major *D.* That she the said Dame *M.* and her Assigns, and the said *A. G.* and her Assigns and the Executors, Administrators and Assigns of the said Major *D.* and all and every other Person and Persons lawfully claiming or to claim any Estate, Right, Title or Interest either in Law or Equity of, into, or out of the said Premises mentioned to be hereby leased, or any of them, or any part thereof, from, by, or under, or in Trust for them or any of them, or from, by, or under, or in trust for the said Major *D.* shall and will within 6 Calendar Months next after the death of the Survivor of them the said *R. D.* and *T. T.* (the Son) at the like Request, Costs and Charges in the Law of the said *R. D.* his Executors, Administrators or Assigns, and on his or their Payment to the said Dame *M. S.* or her Assigns, or to the Executors, Administrators or Assigns of the said Major *D.* of the like Sum of 400 *l.* of like lawful Mony at the place of Payment aforesaid, as an other Fine make and execute one other Lease to the said *R. D.* his, &c. of the said Mesuages, Lands

Leases.

The Lessee
covenants to
nominate the
new Lives,
and pay the
Fines accord-
ingly.

and Premises mentioned to be hereby leased for the Term of 99 years determinable upon the death of one such other Person as the said *R.D.* his, &c. shall within the said last mentioned 6 Months for that purpose nominate, the said last Lease to be made to commence from the Determination of the said several Terms made and to be made to the said *R. D.* his, &c. as aforesaid, and to be made at and under the same Rent, and with the like Covenants, Conditions and Agreements (*mutatis mutandis*) as are in these Presents contained, saving that in such said last Lease to so be made as aforesaid, there shall not be contained any Covenant or Agreement for Renewing, And the said *R. D.* for himself, his, &c. doth covenant, promise and agree to and with the said Dame *M. S.* and her Assigns, and the Executors, Administrators and Assigns of the said Major *D.* by these Presents, That he the said *R. D.* his, &c. shall and will nominate the said two new Lives upon which the said two Terms to be granted as aforesaid are to be respectively determinable, and pay or cause to be paid, the said respective Fines within the said times, and at the place and in manner herein in that behalf afore-mentioned, and accept of such said new Leases hereby agreed to be made as aforesaid, and seal and execute Counterparts thereof; And it is hereby declared and agreed by and between all the said Parties to these Presents, that this present Lease and the said two other Leases hereby agreed to be made as aforesaid, are to be and shall be and so shall be adjudged and taken to be for and in full performance and discharge of the said recited Covenants for renewing contained in the said recited Indenture; And the said Dame *M.S.* for her self and her Assigns, and the Executors,

tors, Administrators and Assigns of the said Major D. doth covenant and grant and to and with the said R. D. his, &c. That she the said D M. S. or her Assigns, or the Executors, &c. of the said M.D. and A.G. or her Assigns shall and will from time to time during the continuance of this present Lease upon the reasonable request of the said R. D. his Executors, Administrators or Assigns, or within 14 days afterward, assign and allow unto the said R. D. his, &c. fit and convenient rough Timber for the necessary repair of the Premises mentioned to be hereby leased, or any part thereof to be cut down had and taken from off the said hereby leased Premises at the Costs and Charges of the said R. D. his, &c. and not otherwise, or in default thereof, That then and in such case it shall and may be lawful to and for the said R. D. his, &c. to have, cut down, and take fit and convenient rough Timber from off the said hereby leased Premises or any part thereof to be employed upon the same Premises for such end and Purpose as aforesaid, but not otherwise: **And** ~~Whereas~~ the Premises mentioned to be hereby leased, do stand charged with the yearly Payment of 14s. and 8d. or thereabouts to the Chief Lord of, &c. of whom the Premises are holden by the said A. G. and Dame M. S. and with the yearly payment of 20 s. to be paid to and amongst 4 poor Widows of B. and with the yearly Payment of 2 s. to Mrs. B. of, &c. and with the yearly Payment of 5 l. 13 s. 4 d. to the High Ways of, &c. in all amounting to the Sum of 13 l. 10 s. of lawful Money of England. **And** ~~Whereas~~ the Rent hereby reserved and payable as aforesaid, doth amount unto the said yearly Sum of 13 l. 10 s. of like lawful Mony: Now it is hereby agreed and declared to

The Lessor
covenants to
allow rough
Timber, &c.
towards re-
pairs, &c.

The Lessee
paying the
Quit-Rent
& Rent-Charges due out of
the Premises,
the Lessor
shall allow of
the same.

Acquittances
for the same.

Proviso, That
the Covenants
herein on the
Lessors part
shall only
charge her as
Executrix.

to be the intent and meaning of the said Parties to these Presents, That the said R. D. his, &c. paying the said several recited Charities, and other annual Sums of Money, amounting as aforesaid to the Sum of 13 l. 10 s. yearly during the said Term hereby leased to the several Persons, and to and for the several uses aforesaid, and thereof saving and keeping the said Dame M. S. and A. G. their, &c. harmless and indemnified the said Dame M. S. and her Assigns, and the Executors, Administrators and Assigns of the said Major D. and the said A. G. and her Assigns, shall and will yearly during the said Term hereby leased, admit and accept of the payment of the same to be in lieu and in full of the said yearly Rent hereby reserved, and thereof yearly acquit and discharge the said R. D. his, &c. during the said Term here leased, and from time to time half yearly during the same Term, give, make, and execute such acquittance and acquittances for the same to the said R. D. his, &c. as shall discharge him and them from the said Rent hereby reserved as the same shall from time to time during the said Term hereby granted grow payable and due according to the true intent and meaning of these Presents; ~~Provided~~ always, and it is hereby declared and agreed by and between the said Parties to these Presents, and their true intent and meaning is, That the Covenants and Agreements herein-before contained on the part of the same Dame M. S. to be performed, shall extend and shall be construed to extend to charge the said Dame M. S. only as Executor aforesaid, and not in any other Capacity (any thing herein-before contained to the contrary thereof in anywise notwithstanding.)

In Witness, &c.

A

A Legacy assigned.

A Father devised 2000 l. amongst his younger Children, and devised Lands to Trustees to be sold to raise it, and what should fall short to be made up by the Wife and the eldest Son, it fell too short; the eldest gave Judgment to pay 500 l. (being what fell short) one of the Children sold his share of the 500 l. to another of his Brothers, and he now sold that share, and his own to another, and the Trustees joined with him in this Assignment.

This Indenture, Tripartite, made, &c. Between Sir G. E. Baronet, and J. K. of, &c. Gent. of the first part, W. J. Gent. of the second Part, and A. W. Esq; of the third part: ~~Whereas~~ W. J. late Father to the said W. J. by his Last Will and Testament bearing date the, &c. did devise to the said Sir G. E. Sir T. S. and J. K. certain Lands to be sold for raising 2000 l. to be equally divided amongst his younger Children, which were in number nine, and thereby desired A. J. his eldest Son, and M. his Wife to make up to the younger Children what should be made by such sale if the same should fall short; And ~~Whereas~~ the said 2000 l. or more than the Sum of, &c. was not raised by such Sale: And ~~Whereas~~ the said A. J. in T. Term in the, &c. year of King Charles II. in the Court of Common Pleas, did acknowledg and suffer a Judgment for 1000 l. and 7 l. Costs of

Recital of the Will of W. S.

Judgment for
1000 l.

Defeazance to
pay 500 l.

C. J. assigns
his share to
W. J. his Bro-
ther.

W. J. assigns
his Interest
for 70 l. to
A. W.

Grant.

Habend.

W. J. cove-
nants with
A. W. that A. W.
shall receive
111 l. 14 s. on
account of the
said Judg-
ment.

of Suit unto the said Sir G. E. Sir T. S. and J. K. And ~~Whereas~~ by Indentures bearing date the, &c. day of, &c. the same Judgment is defeazanced for the Payment of 500 l. of lawful Money of *England* unto the said Sir G. E. and J. K. within 12 Months after the death of the said M. J. Mother of the said A. J. for to be imploy'd for and towards the use and benefit of the younger Children of the said W. J. according to the said Will, by virtue of which Judgment each of the said nine younger Children of the said W. J. is intituled to 55 l. and 12 s. when the same shall so become payable as as aforesaid: And ~~Whereas~~ C. J. one of the younger Children of the said W. J. in Consideration of the Sum of 30 l. to him paid by the said W. J. hath by his Deed bearing date the, &c. granted and assigned all his Interest in or by the said Will and Judgment unto the said W. J. as by the said Deed may appear: Now this Indenture ~~Witnesseth~~, That for and in Consideration of the Sum of 70 l. of lawful Money of *England* by the said A. W. to the said W. J. in hand paid at and before the sealing and delivery of these Presents, the Receipt whereof he the said W. J. doth hereby acknowledge, he the said W. J. hath granted, assigned and set over unto the said A. W. his Executors, Administrators and Assigns, all the Interest, Benefit and Advantage whatsoever, which he hath or may claim by virtue of the said Will and Judgment, or either of them, and by virtue of the above-mentioned Grant or Assignment of the said C. J. To have and to hold unto the said A. W. his Executors, Administrators and Assigns for ever; And the said W. J. for himself and his Heirs, doth covenant, promise, grant and agree, and with the said A. W. his Executors, Administrators

Administrators and Assigns, by these Presents, That
 he the said *A.W.* his Executors, Administrators,
 or Assigns, shall and may have, receive, and take
 by virtue of these Presents, and of the above-
 recited Judgment and Will, the Sum of 111 £ 14 s.
 of the above-named *A. J.* or out of his Estate
 within 12 Months after the death of the said
M. J. without any deduction or abatement
 whatsoever, And that he the said *W. J.* hath
 not done, committed or suffer'd any part, mat-
 ter or thing to incumber the same whatsoever ;
 And the said Sir *G. E.* and *J. K.* (the said
 Sir *T. S.* being since dead) do hereby declare by
 the Consent and Direction of the said *W. J.* re-
 tified by his being a Party hereunto, and signing
 and sealing the same) that their names are only
 used in trust for the said *A.W.* as to the said Sum
 of, &c. secured by the said Judgment as aforesaid :
 And the said *W. J.* doth make, ordain, appoint,
 and in his place and stead put the said *A.W.* his
 true and lawful Attorney irrevocable for and in
 the name of him the said *W. J.* but for the on-
 ly use of him the said *A. W.* to ask; sue for, de-
 mand and recover the Sums of Money so due to
 the said *W. J.* and secured by the said Judg-
 ment as aforesaid, and to do all and every such
 other Acts and Things as he himself might law-
 fully do touching or concerning the said Money
 assign'd as aforesaid.

Trustees de-
 clare their
 Trust.

W. J. makes
A. W. his At-
 torney.

In Witness, &c.

A

*A Mortgage of Shares in the New River
Water.*

Recital of the
original Grant.

Trust.

This Indenture, Tripartite, made, &c. Between J. H. of, &c. Esq; of the first part, R. M. of the second Part, And R. N. Esq; of the 3^d part: Whereas by Indenture Tripartite bearing date the, &c. made between the said R. N. of the 1st Part, J. N. of, &c. Gent. of the 2^d Part; And A. D. of, &c. Esq; of the 3^d Part; The said R. N. did demise, grant, bargain, sell, and to farm lett, unto the said A. D. two full and whole six and thirtieth Parts or Shares of the new River brought from *Shadwell* and *Amwell* to *London*, with their Appurtenances, And all the benefit, profit and proceed that should arise, by, or out of the said 2 Shares, To have, hold, receive, perceive and enjoy the said 2 Shares, with the Appurtenances unto the said A. D. his Executors, Administrators and Assigns from thenceforth for and during unto the full end and term of 500 years from thence next ensuing, and fully to be compleat and ended; by and under the yearly Rent of a Pepper Corn (so recite the Covenant for levying a Fine to D. together with the Proviso thereupon, then recite the Conveyance of the equity of Redemption to the said D. with the Proviso thereupon; And then recite the Indentures of, &c. whereby N. again releases his Equity to the said D. who thereby Assigns the Premises absolutely to J. H. for 1500 l.) And Whereas the said last recited Indenture was so made to the said J. H. in trust only for the said R. N. and the said 1500 l. thereby mentioned to be paid to the said A. D. being

being the proper Moneys of the said R. N. Now
 this Indenture Witnesseth, That for and in Con-
 sideration of the Sum of 5000 l. of lawful Mo-
 ney of England to the said R. N. in hand paid,
 and the further Sum of 5 s. in hand paid
 to the said J. H. by the said R. M. at or before the
 sealing and delivery hereof, the Receipts where-
 of is hereby respectively acknowledged, And
 hereof and of every part and parcel thereof,
 They the said R. N. and J. H. do and either of
 them doth hereby respectively acquit, release
 and discharge the said R. M. he the said J. H.
 hath bargained, sold, assigned and set over :
 and by these Presents doth (at the Instance and
 Request, and by the Direction and Appointment
 of the said R. N. testified by his being made a
 party to these Presents, and by his sealing and
 delivery hereof) bargain, sell, assign and set
 over unto the said R. M. the said two full and
 whole six and thirtieth Parts or Shares of the said
 New River Water with the Appurtenances; And
 all and every other the Premises in and by the said
 first recited Indentures limited and granted to
 the said A. D. together with the said recited
 Indentures, and all the Right, Title, Interest,
 Term of years, Claim and Demand whatsoever of
 the said J. H. of, in, and to the said Premises,
 and every Part and Parcel thereof, which said
 Premises the said R. N. doth ratify and confirm
 to the said R. M. by these Presents, To have and
 hold the same Premises, with the Appurte-
 nances, and every part and Parcel thereof here-
 by bargained sold, assigned and set over, and
 confirmed or meant, mentioned or intended so
 to be unto said R. M. his Executors, Administra-
 tors or Assigns from henceforth for and during all
 the rest, residue and remainder of the said Term
 of 500 years in and by the said first recited In-
 den-

R. N's. confi-
 deration of
 5000 l. and
 his Trustee
 assigns to R. M.

Proviso for
Redemption
on Payment of
5000 *l.* and
Interest at 5 *l.*
per Cent.

Mortgagor
covenants to
pay the Mo-
ney.

denture limited and granted, and are yet to come and unexpired; ~~Provided~~ always, and the said *R. M.* for himself and his Heirs, doth covenant, and grant to and with the said *R. N.* by these Presents, That if the said *R. N.* his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay or cause to be paid to the said *R. M.* his Executors, Administrators or Assigns, the full Sum of 5000 *l.* of lawful Money of *England*, at or upon the, &c. day of, &c. next ensuing, the date hereof, together with Interest for the same from henceforth after the rule of 5 *l. per Cent. per Annum*, then he the said *R. M.* his Executors, Administrators or Assigns, shall and will at the Costs and Charges in the Law of the said *R. N.* his Heirs or Assigns surrender the then residue of the said Term of 500 years of and in the Premises to the said *R. N.* his Heirs and Assigns, or otherwise assign the same as he or they shall appoint free and discharg'd of and from all Incumbrances by him or them done, committed, or suffered, any thing herein-before contained to the contrary thereof in anywise notwithstanding; And the said *R. N.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *R. M.* his Executors, Administrators and Assigns, and to and with every of them by these Presents in manner and form following (that is to say) that he the said *R. N.* his Heirs, Executors, Administrators and Assigns, or some or one of them shall and will well and truly pay or cause to be paid unto the said *R. M.* his Executors, Administrators or Assigns the said full Sum of 5000 *l.* of lawful Money of *England* at or upon the said day of, &c. now next ensuing

the date hereof, together with Interest for the same after the rate of *5 l. per Cent. per Annum*, from henceforth according to the true intent and meaning of the said Proviso, and of these Presents; And further, that the said R. N. and J. H. nor either of them, nor any other Person or Persons whatsoever, have or hath done, committed or suffered any Act, Matter or Thing whatsoever, whereby the said first recited Indentures of Lease, or the Term or Estate thereby granted, is, shall, or may be any ways impeached, surrendered, forfeited or destroyed, or whereby or wherewith the said 2 Shares of the said New River Water, or any part thereof, is, are, or may be charged or incumbered in the Title, Charge, Estate or otherwise howsoever, but that the same is a good and sufficient Lease valid in Law for and during all the rest and residue of the said Term of 500 years; And also that if default shall be made in the Payment of the said Sum of 5000 *l.* and Interest contrary to the true intent and meaning of the said Proviso and these Presents, That then it shall and may be lawful to and for the said R. M. his Executors, Administrators and Assigns quietly and peaceably to hold and enjoy the said Premises, with the appurtenances, and to have, receive and take to his own proper use all and every the Rents, Issues and Profits thereof, without the lawful Lett, Suit, Trouble, Denial, Eviction, Interruption or Disturbance of them the said R. N. and J. H. their Heirs, Executors, Administrators and Assigns, or any of them, or any other Person or Persons whatsoever: And further, That if default shall be made in the Payment of the said Sum of 5000 *l.* and Interest as aforesaid, That they the said R. N. and J. H. their Executors, Administrators and Assigns, and every of them

In default of Payment the Mortgagee to enjoy.

And on such default Mortgagee to make further Assurance.

D d

shall

Agreement,
That the
Mortgagor
until default
of Payment
shall enjoy.

shall and will from time to time, during the said Term at the Request, Costs and Charges in the Law of the said R. M. his Executors, Administrators or Assigns, do, make, execute and suffer all and every such further Act and Acts, Conveyances and Assurances in the Law whatsoever, for the further and better assuring and confirming the Premises hereby granted and assigned unto the said R. M. his Executors, Administrators and Assigns, for the then residue and remainders of the said Term of 500 years, as by the said R. M. his Executors, Administrators or Assigns, or by his or their Council Learned in the Law, shall be reasonably devised, advised or required; And the said J. H. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said R. M. his Executors and Administrators by these Presents, That he the said J. H. hath not made, done, committed or suffered any act, matter or thing whatsoever, whereby or wherewith the said Premises, or any Part and parcel thereof are or may be charged or incumbered in Title, Charge, Estate or otherwise; And lastly, it is hereby agreed by and betwixt the said Parties to these Presents, That he the said R. N. his Heirs and Assigns shall and may peaceably and quietly hold and enjoy the Premises, and the Profits and Proceed thereof until breach or default shall happen to be made in payment of the said Sum of 5000 l. and Interest, or some part thereof as aforesaid, without the Let or Interruption of the said R. M. his Executors, Administrators or Assigns, or any of them.

In Witness, &c.

*A short Mortgage for a Month very useful
to secure a Sum of Money taken up in
haste.*

This Indenture made, &c. Between C. H.
of, &c. Esq; and H. B. of, &c. of the
one part, and W. L. of, &c. Gent. of the other
part: Whereas the said C. H. and H. B. in trust
for him are legally seized to them and their Heirs
of the Mannor and Farm, and other Lands in,
&c. and of other Lands in, &c. subject to a
Proviso of Redemption on Payment of, &c.
Now this Indenture Witnesseth, That for and
in Consideration of the Sum of, &c. of lawful
Mony of *England* by the said W. L. to the said
C. H. and H. B. at and before the sealing and
delivery of these Presents well and truly paid,
the Receipt whereof they said C. H. and H. B.
do hereby respectively acknowledg, have demi-
sed, granted, and to farm Lett, and by these
Presents do demise, grant, and to farm lett, un- Grant.
to the said W. L. All that, &c. And all other
Messuages, Lands, Tenements and Heredita-
ments whatsoever of them the said C. H. and
H. B. in, &c. To have and to hold the said Habend.
Mannor, Messuages, Lands and Premises to the
said W. L. his Executors, Administrators and
Assigns for the Term of 100 years from hence-
forth next ensuing and fully to be compleat and
ended; Provided always, and upon this Condi-
tion, That if the said C. H. his Heirs, Execu-
tors, Administrators or Assigns, shall well and
truly pay or cause to be paid unto the said
W. L. his Executors, Administrators or Assigns, Proviso to be
void on Pay-
ment of a
Sum of
Money.
D d 2 the

Mortgages.

The Mort-
gagor cove-
nants to pay
it accordingly.

the Sum of, &c. with legal Interest for the same,
at or in the, &c. upon the, &c. day of, &c.
next ensuing, then these present Indenture, and
every Matter and Thing herein-contained shall
be void, and the said C. H. for himself and his
Heirs do hereby covenant with the said W. L.
to pay the Sum accordingly.

In Witness, &c.

A Mortgage absolutely conveyed to the Mortgagee by way of Purchase.

A Mortgagor having forfeited his Equity of Redemption by the Statute, by Premortgaging without notice, he upon the Mortgagee's undertaking to pay off several Incumbrances in this Deed mentioned, conveys the mortgaged Lands and his Equity of Redemption therein to the Mortgagee and his Heirs absolutely; and also makes a Bargain and Sale by this Deed of all his Goods to the Mortgagee which was charged by an Execution in the House at the time of the Purchase.

THIS Indenture, &c. Between C.S. of, &c. Esq; of the one part, and J. S. of, &c. of the other part; ~~Whereas~~ the said C. S. hath borrowed of J.B. of, &c. Merchant, J.H. of, &c. Esq; B. M. of, &c. Gent. J.C. of, &c. Draper, Elizabeth Lady N. of, &c. and the said J. S. several great Sums of Money amounting in the whole to the Sum of besides Interest in arrear for the same, and for securing the Payment thereof did Mortgage and otherwise incumber all those his Mannors, Messuages, Lands, Tenements and Hereditaments in the County of, &c. And ~~whereas~~ all and every the Premissess became absolute in the said E. Lady N. and her Heirs on the, &c. day of, &c. And the said C. S. was then absolutely foreclos-

Mortgages.

Releases.

The Lands
parcelled.

Habend.

ed of all the equity and benefit of Redemption whatsoever by reason of him the said C. S. not giving notice to the said E. Lady N. but concealing from her several Mortgages to J. P. Gent. and W. R. and his Trustees by virtue of the Statute in that Case made and provided; And Whereas the said J. S. hath purchased of the said E. Lady N. and the said E. Lady N. hath by Indentures of bargain and Sale bearing date the, &c. respectively conveyed the Premises absolutely to the said J. S. and his Heirs; And Whereas the said J. S. hath paid off or undertaken to pay off the said other Incumbrances to the said J. B. J. H. R. M. J. C. J. B. and W. B. amounting to the value of the Premises: Now this Indenture Witnesseth, That the said C. S. for the Consideration aforesaid, and for and in Consideration of a competent Sum of Mony to him the said C. S. at and before the sealing and delivery of these Presents in hand well and truly pay'd by the said J. S. the Receipt whereof he the said C. S. doth hereby acknowledg, and thereof acquit and discharge the said J. S. by these Presents, hath granted, released and confirmed, and by these Presents doth grant, release and confirm unto the the said J. S. his Heirs and Assigns, And all, &c. All and every true Mannors, Messuages, Lands, Tenements and Hereditaments whatsoever of him the said C. S. or wherein or whereunto he hath any Right, Title, Interest, Claim or Demand whatsoever either in Law or Equity in the said County of B. and all his Right, Title, Interest, Claim and Demand, Power, Benefit and Equity or Pre-
tence of Equity of Redemption whatsoever, of, in, and to the Premises, and every part of them,
To have and to hold the said Mannors, Messuages, Lands, Tenements, Hereditaments, and all
and

and singular other the Premises with their Appurtenances unto the said J. S. his Heirs and Assigns, to the only use and behoof of the said J. S. his Heirs and Assigns for ever absolute, without any trust or defeazance whatsoever: And whereas all the Goods, Chattles and personal Estates of the said C. S. in the County of B. were and are charged with a Writ of Execution delivered to the Sheriff of the said County of B. he the said C. S. for the Considerations aforesaid, hath bargained, sold and delivered, and by these Presents doth bargain, sell, and deliver unto the said J. S. All and every the Goods and Chattles whatsoever of him the said C. S. or to or in which he hath any Right, Title, or Interest whatsoever, To have and to hold to the said J. S. his Executors, Administrators and Assigns for ever; And the said C. S. for himself and his Heirs doth covenant, promise, grant and agree to and with the said J. S. by these Presents that the said Mannors, Messuages, Lands, Tenements and Hereditaments are free and discharged of and from all and every Charges, Titles and Incumbrances whatsoever by him done, committed or suffered (except the above-mentioned Incumbrances) And that he the said C. S. his Heirs and Assigns, and all and every Person and Persons whatsoever, claiming or to claim from, by, or under him, shall and will from time to time and at all times hereafter within the space of 7 years at the Costs and Charges in the Law of the said J. S. his Heirs and Assigns make, do, acknowledge, suffer and execute all and every Act and Acts, Thing and Things, Conveyances and Assurances in the Law for the further, better, and more perfect assuring and confirming of all and every the said Mannors, Messuages, Lands, Tenements and Hereditaments with their

The Goods in execution.

Releases.

The Bargain and Sale of the Goods.

Morgagor covenants that the Estate is free from incumbrance, except the Incumbrance which is recited.

And for further Assurance.

Mortgages.

and every of their Appurtenances unto the said J. S. his Heirs and Assigns as by the said J. S. his Heirs or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required.

A Mortgage of a Term of 99 years determinable on three Lives, subject to Redemption on payment of a Sum of Money.

This Indenture made, &c. Between G. H. of G. in the County of S. Esq; T. and B. H. Gent. Brothers of the said T. H. of the one part, and B. K. of, &c. Esq; of the other part; Witnesseth, That for and in consideration of the Sum of 1500 l. of lawful Money of England by the said R. K. to the said G. H. T. H. and B. H. in hand well and truly paid at and before the sealing and delivery of these Presents, the Receipt whereof they do hereby acknowledg, and thereof acquit, release and discharge the said R. K. by these Presents they the said G. H. T. and B. H. have and each of them hath demised, granted, and to farm Let, and by these Presents do and each of them doth demise, grant, and to farm Let, unto the said R. K. All that, &c. and all the arable Lands, Meadows, Pastures, Ways, Commons and Commodities to the said Mannor and Farm of, &c. appertaining, together with the Services of the Tenants, not extended into Money, And the Tythe-Corn of the Demesne Lands of the Mannor and Farm aforesaid (except and reserved unto the Reverend Father and his Successors, the Bishop of W. (of whom

whom the said Premises are holden for the Lives of the said G. and T. H.) All Rent of Assize, works of Tenants extended into Money, Wards, Marriages, Reliefs, Fines, Heriots, Woods, Underwoods, Perquisites of Courts and Law-days, Pannage of Hogs, as well of the Tenants, as other Escheats, Forfeitures, and other Customs and Appurtenance not before demised, nor let by these Presents) To have and to hold the said Scite of the Mannor and Farm aforesaid with the arable Lands, Meadows, Pastures, and all other the Premises with the Appurtenances (except as before excepted) unto the said R. K. his Executors, Administrators and Assigns for and during the Term of 99 years, from henceforth next ensuing, and fully to be complete and ended, if the said G. and T. H. shall so long live, subject to the Payment of the annual Rents of 20 l. and 40 s. to the said Lord Bishop reserved; ~~Provided~~ always, and upon this Condition nevertheless, That if they the said G. H. T. and R. H. their Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said R. K. his Executors, Administrators or Assigns the Sum of 1500 l. of lawful Money of England with legal Interest for the same from henceforth upon the, &c. day of, &c. next ensuing the date of these Presents, at or in, &c. without any Deduction, Defalcation or Abatement whatsoever, for or by reason of any Taxes, Charges or Impositions or otherwise howsoever, then this present Indenture and Deed, and every matter and thing herein contained shall cease, determine, and become utterly void, any thing herein-contained to the contrary thereof in anywise notwithstanding, And the said G. H. T. and B. H. for themselves, and

Habund. for 99 years determinable on the Death of G. H. T. H. and B. H.

Proviso, If G. H. T. H. and B. H. pay 1500 l. and Interest, to R. K. the Mortgage to be void.

G. T. and B. H. covenant to pay the Mony.

And notwithstanding any Act by them due, they have power to grant.

And have not assigned or incumbered the Premises.

And that the Mortgagee after default of Payment may enter upon and enjoy the Premises.

and their respective Heirs, do and each of them doth covenant, promise, grant and agree to and with the said R. K. by these Presents, That they the said G. H. T. and B. H. their Executors, Administrators and Assigns, shall and will well and truly pay or cause to be paid unto the said R. K. his Executors, Administrators or Assigns the Sum of 1500 l. with legal Interest for the same from henceforth at the time and place in the above-mentioned Proviso appointed for the Payment thereof without any deduction or abatement as aforesaid; And the said G. H. T. and B. H. for themselves, and for their Heirs do jointly and severally, covenant, promise, grant and agree, to and with the said R. K. by these Presents, that (for and notwithstanding any Act, Matter or Thing whatsoever by them, or either of them had made, done, suffered or committed, to the contrary) they the said G. H. T. and B. H. at the time of the Execution of these Presents, hath good Right, Title, and full Power and Authority to grant the said Scite of the Mannor and Farm with the Appurtenances herein before demised to the said R. K. in manner aforesaid, And that they the said G. H. T. and B. H. have not or hath granted, aliened, assigned, or otherwise incumbered the said Premises in Title, Charge, Estate, or otherwise howsoever; And that (for and notwithstanding any Act, Matter or Thing, had made, committed or done by the said G. H. T. and B. H. or either of them as aforesaid) the said R. K. his Executors, Administrators or Assigns shall and may from and after default shall happen to be made in Payment of the said 1500 l. with legal Interest at the time and place aforesaid enter upon all and singular the said Premises with the Appurtenances, and the same from thenceforth peaceably and

and quietly to have, hold, possess and enjoy, and the Rent, Issues and Profits thereof to take and receive to his and their own use during all the then rest and residue of the aforesaid Term of 99 years determinable as aforesaid, without the Let, Suit, Trouble or Interruption of them the said G. H. T. and B. H. their or either of their Executors or Administrators, or any other Person or Persons, claiming from, by, or under them or any of them; And further that they the said G. H. T. and B. H. their Executors, &c. and all and every other Person and Persons, any Estate having as lawfully claiming, from, by, or under them, of, in, and to the aforesaid Premises, with the Appurtenances, shall and will from time to time, and at all times after default shall happen to be made in payment of the said Sum of 500 l. with legal Interest as aforesaid at the Requests, Costs and Charges of the said R. K. his Executors, Administrators and Assigns, make, do and suffer any Act or Acts, Thing or Things, Conveyances and Assurances in the Law for the further better, and more perfect assuring and conveying the said Mannor, Mesuage, Lands, Tenements, Hereditaments and Premises with the Appurtenances unto the said R. K. his Executors, Administrators and Assigns (except before excepted) for and during all the then rest and residue of the said term of 99 years determinable as aforesaid, as by his or their Council Learned in the Law shall reasonably be devised, advised or required.

And that the Mortgagee (after such Default) shall make further Assurance.

In Witness, &c.

A

A Mortgage by way of Assignment of a Church-Lease (with recital thereof) for securing 450 l. and Interest, and also an Annuity of 60 l. per Annum, during the Life of one of the Mortgagees.

Recital of the Lease.

In performance of certain Articles of Agreement, &c.

THIS Indenture, Tripartite made, &c. Between T.K. of, &c. of the first part, D.S. of the second part, and T. S. of, &c. of the third part: Whereas the Dean and Chapter of the Cathedral Church of Christ of King Henry the 8th Foundation by their Indenture of Lease under their Common Seal, bearing date, &c. last past, before the date of these Presents, Did by and with their whole and common Assent and Consent, demise, grant, and to farm let unto the said T.K. All, &c. (the Parcels) They have and to hold unto the said T.K. his, &c. from the Feast of, &c. last past, before the date of these Presents, unto the End and Term of 21 years from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of 17 l. in Money and Corn payable as therein is mentioned, as in and by the said recited Indenture of Lease, relation being thereunto had may appear: Now this Indenture Witnesseth, That the said T.K. as well in performance on his part of certain Articles of Agreement Tripartite indented, bearing date the, &c. last past, before the date of these Presents made between the said D. S. of the first part, the said T.K. of the second part, and the said T. S. of the third Part, And for the securing the Payment of the Sum of 450 l. of lawful, &c. and

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the Interest thereof in such manner as is here-
in-after-mentioned (which said 450 l. is the
same 450 l. in the said Articles specified) As al-
so for the securing of one Annuity or yearly Sum
of 60 l. unto her the said D.S. during the Term
of her natural Life, Hath granted, bargained,
sold, aliened, assigned, and set over, And by
these Presents doth grant, bargain, sell, alien,
assign, and set over, unto the said D.S. and T.S.
their, &c. as well the said recited Indenture of
Lease, and the said Parsonage of F. and all Hou-
sing, Gleab Lands, Tythes, Profits, Commodi-
ties and Appurtenances whatsoever thereunto
belonging, by the said Indenture of Lease de-
mised; As also all the Estate, Right, Title, In-
terest, Use, Trust, Profit, Property, Rever-
sion, Tenant-Right, Claim, and Demand what-
soever, of him the said T.K. his Executors and
Administrators, of, in, and to the same: To
have and to hold the said recited Indenture of
Lease, Parsonage, Gleab Lands, Tythes, and
all and singular other the Premises herein-be-
fore granted, bargained, sold, aliened, assign-
ed and set over, or herein or hereby meant,
mentioned or intended so to be with their and
every of their Appurtenances, and every Part
and Parcel of the same unto the said D. S. and
T. S. their, &c. from henceforth forwards, for
and during all the residue and Remainder of the
said Term of 21 years in and by the said recited
Indenture of Lease granted, which are now
thereof to come and unexpired, and fully to be
compleat and ended; ~~Provided~~ always, and
these Presents are upon Condition nevertheless,
That if the said T.K. his, &c. do and shall well
and truly pay or cause to be paid unto the said
D.S. and T.S. their, &c. the full Sum of
469 l. 3 s. 4 d. of lawful, &c. without any de-
duction

*Proviso to be
void on pay-
ment of so
much Mony
to one of the
Mortgagees,
and so much
to the other.*

duction for or in respect of any Taxes in manner and form following (that is to say) 156 *l.* 13 *s.* 4 *d.* of like Money part thereof unto the said *D. S.* her, &c. on, &c. next ensuing, the date of these Presents, 52 *l.* 1 *s.* 8 *d.* more thereof unto the said *D. S.* on, &c. then next coming, And the Sum of 260 *l.* 8 *s.* 4 *d.* residue and in full thereof unto the said *T. S.* his, &c. on, &c. now next coming; And also upon this further Condition, That if the said *T. K.* his, &c. do and shall yearly and every year, during the Term of the natural Life of her the said *D. S.* well and truly pay or cause to be paid unto the said *D. S.* or her Assigns, at or in the common Dining-hall of the *Middle Temple, London*, One Annuity annual or yearly Sum of 60 *l.* of lawful, &c. at the four usual Feasts or Quarter-days in the year, *viz.* the, &c. by even and equal Prtions, And that without any Deduction, Defalcation or Abatement whatsoever, for or by reason of any Taxes, Rates, Assessments or Impositions, now or hereafter to be laid, rated, assessed, taxed, or imposed upon, the said Annuity or yearly Sum of 60 *l.* or upon her the said *D. S.* or her Assigns in respect thereof; The first quarterly Payment thereof to begin, and to be made on, &c. That then and from thenceforth, and at all times afterwards, this present Indenture shall be void and of none effect, to all Intents and Purposes, as if the same had never been made, And the said recited Indenture of Lease shall be redelivered to him the said *T. K.* safe, whole, and uncanceled; This Indenture or any thing herein-contained to the contrary thereof in anywise notwithstanding. And the said *T. K.* for himself, his, &c. and for every of them doth covenant, promise, grant and agree, to and with the said *D. S.*

and

And T. S. and either of them, their, and either of their, &c. by these Presents in manner and form following (that is to say) That he the said T. K. his, &c. shall and will well and truly pay or cause to be paid unto the said D. S. and T. S. their, &c. the said Sum of 469 l. 3 s. 4 d. by the several Proportions, Sum and Sums of Mony and on the several days and times herein-before-limited and appointed for Payment thereof without deduction as aforesaid; And also shall and will well and truly pay or cause to be paid unto the said D. S. her, &c. the said Annuity or yearly Sum of 60 l. yearly and every year, during the natural Life of the said D. S. at the place aforesaid on the several Feasts or Quarter-days herein before limited or appointed for Payment thereof; and that without any Deduction, Defalcation or Abatement as aforesaid, according to the true intent and meaning of these Presents. And that from and after default shall be made of, or in Payment of the said Sum of 469 l. 3 s. 4 d. or any part thereof on the day or days herein before limited; or of or in Payment of the said Annuity or yearly Sum of 60 l. or any part thereof, on any the Feasts or Quarter-days herein before limited in any of the said cases it shall and may be lawful to and for the said D. S. and T. S. or either of them unto whom Default shall happen to be made of Payment of any the Sum or Sums of Money or Annuity herein-before-mentioned to be paid and payable, her, his, and their Executors, Administrators and Assigns, into and upon the said Parsonage, Gleab Lands, Tythes, and all and singular other the Premises by the said Indenture of Lease demised, with the Appurtenances to enter, and the same together with the Rents, Issues, yearly and other Profits there-
of

A Covenant
to enter, and
quiet enjoy-
ment after
Default.

Except the
Rent and Co-
venants in the
recited Lease.

Further Assu-
rance.

of to have, receive, take, and enjoy to his, her, and their own proper use and behoof without the Let, Suit, Denial, Disturbance, Eviction or Molestation, or Interruption whatsoever of him the said T. K. his Executors or Administrators, or any other Person or Persons whatsoever; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said T. K. his, &c. from time to time, and at all times thereafter well and sufficiently saved, defended, kept harmless and indemnified of and from all and all manner of former, and other Gifts, Grants, Mortgages, Leases, Assignments, Judgments, Recognizances, Statutes, Outlawries, Executions, Extents, Rents, Arrears of Rent; And of and from all other Estates, Tythes, Troubles, Charges and Incumbrances whatsoever (the Rent and Covenants in the said recited Indenture of Lease contain'd, and which after the actual Entry of them the said D. S. and T. S. or either of them, their, or either of their, &c. shall on the Tenants or Lessees part and behalf grow due, to be paid, done and performed, only excepted and fore-prized) And further, That from and after default of Payment as aforesaid, he the said T. K. his, &c. shall and will at the request, proper Costs and Charges of the said D. S. and T. S. or the Survivor of them, or the Executors or Administrators of such Survivor do make and execute all and every such further and other reasonable and lawful Act and Acts, Thing and Things, Devises and Assurances in the Law for the further, better, more perfect and absolute releasing and confirming of the said recited Indenture of Release and Premises unto the said D. S. and T. S. or the Survivor of them, his, or her, &c. as by them the said D. S. T. S. or the Survivor of them;

them; or the, &c. of such Survivor, or her, his or their Council learned in the Law, shall be reasonably devised or advised and required: And ~~Mores~~ over the said T. K. for himself, his, &c. and for every of them doth covenant, promise, grant and agree to and with the said D. S. and T. S. and either of them, their and either of their, &c. by these Presents, That he the said T. K. his, &c. shall and will within the time and space of seven years from the Feast-day of, &c. last past, before the date of these Presents or sooner, at his or their own proper Costs and Charges take a new Lease or renew the Term, Estate and Interest in the said Parsonage, Glebe Lands, Tythes and Premises for the full Term of 21 years, from the date of such new Lease at and under the same Rent and Covenants, as are by the said recited Indenture of Lease now reserved and contained in the name or names of them the said D. S. and T. S. or the Survivor of them, or the Executors or Administrators of such Survivor in the case said D. S. shall be then living, or any of the said Sum or Sums of Money herein-before-mentioned, shall then remain unpaid, In Trust first for securing the Payment of so much and such of the said several Sum and Sums of Money with Interest for the same as shall then remain due and unpaid, and subject to the Payment of the said Annuity, during the continuance thereof, and of all the Arrears thereof; And from and after Payment and Satisfaction of the said Sum and Sums of Money and Interest and Payment of the said Annuity during the continuance thereof, and of all Arrears of the same, In trust for the said T. K. his, &c. And it is hereby covenanted and agreed by and between all the said Parties to these Presents, That in case the said

A Covenant
to renew
Lease in
names of
Mortgage
or the
vor with
7 years
the Annu
tant be then
living, or any
part of the
Mony unp

The new
Lease to be
charged with
the Payment
of such Fine
and other ex-
pences as the
Mortgagees
shall be at in
renewing.

Covenant for
quiet Enjoy-
ment till de-
fault.

T. K. his, &c. or any of them shall at any time hereafter before the said several Sum or Sums of Money with Interest to be paid, and whilst the said Annuity continues, or any Arrears thereof remain unpaid, refuse or neglect or renew such Lease, Estate, Term or Interest in the said Premises within the Time aforesaid, according to the true intent and meaning of these Presents; but shall suffer the said 7 years to elapse, That then it shall and may be lawful to and for them the said *D.S.* and *T.S.* and the Survivor of them, or the Executors or Administrators of such Survivor from and after any such refusal or neglect to surrender up the present Lease, Estate, and Interest in the said Premises, and to renew or take a new Lease thereof in her, his, or their own name or names, and the said Lease and Premises shall be charged and chargeable with all such Fine and other Charges and Expences which they the said *D. S.* and *T. S.* or either of them, their or either of their, &c. shall or may sustain or be put unto for, touching or concerning the renewing of such Lease, And shall not be redeemed or redeemable, till the same with Interest or Damages for forbearance thereof be fully paid and satisfied; This Indenture, or any thing herein contained to the contrary thereof in anywise notwithstanding, And further it is hereby declared and agreed by and between all the Parties to these Presents, That as often as the said Lease shall be renewed, the same shall at all times immediately from and after the renewing thereof be subject and liable to the Trusts Intents and Purposes aforesaid, And to no other Use, Trust, Intent or Purpose whatsoever; Lastly, *Covenant for quiet Enjoyment till default.*

In Witness, &c.

A

A Mortgage of a Dean and Chapter's Lease by the surviving Trustees for the Parish of St. Faith, London, by the direction of the Minister and Churchwardens, and the Principal Inhabitants of the Parish.

THIS Indenture, made, &c. Between *W. S.* of, &c. Clerk, Parson, and Rector of the Parish of *St. Faith the Virgin* lately by Act of Parllament united to the Parish of *St. Augustin* within the City of *London*, *J. B.* of, &c. and *J. R.* Churchwardens of the said Parish of *St. Faith the Virgin*, *Sir E. W.* of, &c. *W. G.* *J. B.* and *H. H.* Parishioners and Inhabitants of and in the said Parish, *F. E.* and *E. B.* *J. B.* and *T. M.* of the one part, and *W. F.* of the other part:

Whereas by Indenture of Lease bearing date, &c. made between the Right Worshipful *W. S.* Dr. in Divinity Dean of the Cathedral Church of *St. Paul, London*, and the Chapter of the same Church of the one part, And *A. C. F. E. J. M.* and *E. B. J. B.* and *J. B. R. B. J. S.* and *T. M.* Parishioners and Inhabitants of and in the Parish of *St. Faith the Virgin* in *London* aforesaid, of the other part, thereby reciting a former Lease bearing date the, &c. 1639. made and granted by *T. W.* Dr. in Divinity, sometime Dean of the said Cathedral Church, and the Chapter of the same Church unto certain Persons therein-named Trustees for the said Parish of *St. Faith the Virgin*, of a certain corner House or Tenement, with the Appurtenances then situate and being in *St. Sythe's Lane* in the Parish of, &c. for the Term of 40 years, at and

Recital of the Trust for the Parish of *St. Faith.*

Mortgages.

under the yearly Rent of 4*l.* and two Capons, or 6*s.* 8*d.* in lieu thereof, And that the said Mesuage was burnt by the dreadful Fire in London; And also reciting that certain Persons therein particularly named, surviving Trustees for the Parish of *St. Faith*, Did on, &c. obtain a Decree of the Court of Judicature erected and revived by several Acts of Parliament for determination of Differences touching Houses, burnt or demolished by reason of the said Fire, whereby a Term of 40 years, was decreed to be added to the Term then in being by vertue of the said former Lease, They the said *W. S. Dr.* in Divinity, then Dean as aforesaid, and the then Chapter of the said Cathedral Church, did for the Considerations therein-mentioned, demise, grant, and to farm let unto the said *A. C. F. E. J. M. E. B. J. B. R. B.* and *T. M.* All the Ground, Toft and Soil, whereon the said Mesuage or Tenement formerly stood situate aforesaid, in the said Parish of &c. abutting, &c. together with the Mesuage or Tenement thereon then erected and built; And also all Ways, Lights, Easments, Water-courses, Commodities and Appurtenances whatsoever to the said Ground, Mesuage and Premises, belonging or in anywise appertaining, as the same was then in the Possession of *A. W.* or his Assigns, To have and to hold the said Ground, Mesuage, or Tenement, and all other the demised Premises, with the Appurtenances unto the said *A. C. F. E. J. M. E. B. J. B. R. B.* and *T. M.* their, &c. from, &c. last past, before the date of the said recited Indenture of Lease, for the Term of 49 years from thence next ensuing, and fully to be compleat and ended at and under the yearly Rent of 4*l.* 6*s.* 8*d.* payable quarterly as in and by the said recited Indenture of Lease, relation

relation being thereunto had, may more fully and at large appear: **And Whereas** since the granting the said Lease, the said *A. C. J. M. J. B.* and *R. B.* are all departed this Life; the said *F. E. E. B. J. B.* and *T. M.* them surviving, who by such Survivorship are become interested and possessed of and in the said Mesuage and Ground, with the Appurtenances for all the residue of the said Term of 49 years by the said Lease granted as Trustees of the said Parish of *St. Faith* the Virgin; **And Whereas** the said *J. B.* and *J. R.* for the use, benefit and behoof of the said Parish of *St. Faith*, have the day of the date hereof borrowed, had and received, of the said *W. F.* the Sum of 200 *l.* of lawful, &c. to be repaid with Interest, at the rate of 5 *l. per Cent. per Annum*, as is herein-after-limited: **Now this Indenture Witnesseth**, That as well at the special Instance and Request, and by the Direction, Nomination and Appointment of the said *W. S.* Parson and Rector of the Parish of *St. Faith*, and of the said *J. B.* and *J. R.* Churchwardens of the said Parish; and also of the afore said *Sir E. W. W. G. J. B.* and *H. H.* Parishoners of the said Parish testified by their being made Parties to these Presents, and by their signing and sealing thereunto, and by the consent of the major part of the Parishioners and Inhabitants of the said Parish; and also for and in consideration of the said Sum of 200 *l.* to them the said *J. B.* and *J. R.* in hand, at or before the sealing and delivery of these Presents by the said *W. F.* well and truly paid, the Receipt whereof they the said *J. B.* and *J. R.* do hereby acknowledg, and thereof and of every part thereof do acquit, exonerate, and for ever discharge the said *W. F.* his, &c. by these Presents; and also for and in Consideration of the Sum o

The Trustees
assign the Pre-
mises in Mort-
gage.

§ s. of lawful Money of *England* to the said *F. E. E. B. J. B. and T. M.* in hand at or before the sealing and delivery of these Presents by the said *W. F.* well and truly paid, the Receipt whereof is hereby likewise acknowledged, They the said *F. E. E. B. J. B. and T. M.* have bargained, sold, aliened, transferred, assigned, and set over, and by these Presents do and every of them doth fully and absolutely bargain, sell, alien, transfer, assign, and set over unto the said *W. F.* his, &c. as well the said last recited Indenture of Lease, and the said Toft, Soil, Ground, Mesuage and Premises hereby demised, with Appurtenances, and every Part and Parcel thereof; And also all the Estate, Right, Title, Interest, Term of years to come and unexpired, Trust, Use, Benefit, Property, Claim and Demand, whatsoever of them the said *F. E. E. B. J. B. and T. M.* and every of them, their, and every of their, &c. of, in, and to the same, by force, vertue, or means of the said recited Indenture of Lease, or otherwise howsoever, together with all Counterparts of Leases, and other Writings whatsoever, touching or concerning the said Premises, which they or any of them have in their Custody; To have and to hold the said recited Indenture of Lease and the said Toft, Soil, Ground, Mesuage or Tenement and Premises thereby demised, and all and singular other the Premises herein and hereby bargained, sold, aliened, transferred, assigned, and set over, or herein or hereby meant, mentioned, or intended so to be, with their and every of their Appurtenances and every part and parcel thereof unto the said *W. F.* his, &c. henceforth forwards, for and during all the rest, residue and remainder of the said Term of 49 years, in and by the said Indenture of Lease granted, which are yet
to

to come and unexpired, and fully to be compleat and ended, in as large, ample, and beneficial manner to all Intents, Constructions and Purposes whatsoever, as they the said *F.E. E.B. J.B. and T.M.* their, &c. or the said *W.S. J.B. and J.R.* or any other Rector, Churchwardens, Parishioners, and Inhabitants of the said Parish of *St. Faith the Virgin*, their Successors or Assigns, might or ought to have had, held and enjoyed the same Premises if these Presents had never been had or made; *Provided* always, and upon Condition nevertheless, That if the said *F. E. E. B. J. B. and T. M.* or the said *W. S. P. B. and J. R.* or any other Rector, Churchwardens, Parishioners and Inhabitants of the said Parish of *St. Faith the Virgin* aforesaid, or their Successors, do and shall well and truly pay or cause to be paid unto the said *W. F.* his, &c. the full Sum of 210 *l.* of lawful, &c. in manner and form following (that is to say) &c. and that without Deduction, Defalcation or Abatement whatsoever, that then and from thenceforth these Presents shall cease, determine, and become void, frustrate, and of no effect, as if the same had never been had or made, This Indenture, or any thing herein-contained to the contrary thereof in anywise notwithstanding; And the said *F. E. E. B. J. B. and T. M.* each and every of them by and for himself severally and not jointly, and for his several and respective, &c. and not one for another, or one for the, &c. or for the Act and Deed of another, doth covenant, promise and grant to and with the said *W. F.* his, &c. and every of them by these Presents in manner and form following (that is to say) that the said recited Indenture of Lease, for and notwithstanding any act or thing by them, or any of them, or by any other Person, by or with

Proviso to be void on payment of 200 *l.* and Interest.

A Covenant that the Lease is good and valid.

And that in default of Payment of the Mony according to the Proviso, the Mortgagee may enter and enjoy the Premises free from Incumbrances.

their Consent, Privity or Knowledge, done, committed or suffered, to the contrary, at the time of the sealing and delivery of these Presents, is good, valid and effectual in the Law for all the residue of the Term thereby granted, and now is and standeth in full force and effect, for all the residue of the said Term, And that (for and notwithstanding any such Act or Thing as aforesaid) they the said *F. E. E. B. J. B. and T. M.* now have in themselves full Power, good Right, true Title, and lawful Authority to bargain, sell, alien, transfer, assign and set over the same Lease and Premises unto the said *W. F.* his, &c. in manner and form aforesaid; And that (for and notwithstanding any such Act or Thing as aforesaid) it shall and may be lawful to and for the said *W. F.* his, &c. from and after default shall be made of, or in Payment of the said Sum of 210 l. or any part thereof at the days and times before-limited into the said Messuage or Tenement and Premises to enter and peaceably to have, hold, use, occupy, possess and enjoy the same, and the Rents, Issues and Profits thereof to have, receive and take to his and their own proper use and behoof for and during all the residue and remainder of the said Term of 49 years, in and by the said recited Indenture of Lease granted, without any Lett, Denial or Interruption whatsoever of them the said *F. E. E. B. J. B. and T. M.* or any of them, their, or any of their, &c. or any other Person or Persons lawfully claiming or to claim, by, from, or under them or any of them, their, or any of their Act, Means, Default, Privity or Procurement, freed, acquitted and discharged, or otherwise by them the said *F. E. E. B. J. B. and T. M.* their, &c. saved, defended, kept harmless and indemnified of and from all and all manner of former

former and other Gifts, Grants, Leases, Assignments, Mortgages, Judgments, Statutes, Recognizances, Executions, Extents, Rents, Arrears of Rents, Forfeitures, Distresses, Re-entries, Cause and Causes of Forfeiture and Re-entry, Taxes before this day due, and of and from all other Charges, Troubles and Incumbrances whatsoever, had made, committed, suffered or done, or to be had, made, committed, suffered or done by them the said *F. E. E. B. J. B. and T. M.* or any of them, their Executors or Administrators, or any other Person or Persons, claiming or to claim, by, from, or under them or any of them (the Rents and Covenants in the said recited Indenture of Lease contained, which from and after such default of Payment of the said Sum of 210 *l.* or any part thereof on the days before-limited; And also one Indenture of Lease made and granted by the said *A. C. F. E. J. M. E. B. J. B. R. B. and T. M.* of the hereby assigned Mesuage, and Premises unto *A. W.* bearing date, &c. for the Term of 47 years commencing at, &c. at and under the yearly Rent of 12 *l.* payable quarterly, only excepted and foreprized) And further, That from and after default shall be made of Payment of the said Sum of 210 *l.* or any part thereof at the days herein-before-limited, That then the said *F. E. E. B. J. B. and T. M.* and the Survivor and Survivors of them, their, &c. shall and will at the Request, Costs and Charges in the Law of the said *W. F.* his, &c. make, do, suffer and execute all and every such further, reasonable and lawful Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever for the further, better and more perfect assigning, assuring, releasing and confirming of all and singular the hereby assigned Premises, with the Appurtenances,

A Covenant for further Assurance in default of Payment of the Money.

purtenances, unto the said *W. F.* his, &c. for all the rest and residue of the said Term of 49 years, by the said recited Indenture of Lease granted, which shall be then to come and unexpired, as by the said *W. F.* his, &c. or his or their Council Learned in the Law shall be reasonably devised or advised and required; And the said *J. B.* and *J. R.* and either of them, their Successors, Churchwardens of the said Parish of *St. Faith* the Virgin for the time being, and their Assigns, do hereby covenant, promise and grant to and with the said *W. F.* his, &c. by these Presents, That they the said *J. B.* and *J. R.* or one of them, their Successors, &c. or some of them shall and will well and truly pay or cause to be paid unto the said *W. T.* his, &c. the said Sum of 210*l.* at the several and respective days and times, and in such manner and form as by the Proviso before herein-contained is limited, and that without any deduction or abatement whatsoever, according to the true intent and meaning of these Presents. (*A Covenant from the Mortgagee to the Trustees for quiet Enjoyment until default.*)

In Witness, &c.

A Release with good Covenants from several Mortgagors, with Covenant to levy a Fine in Wales.

This Indenture, Tripartite, made, &c. Between T.H. &c. and M. his Wife, S. H. Widow E.H. &c. and H.M. &c. of the 1st part, E.A. &c. of the 2^d part, and R.S. Esq; of the 3^d part; Witnesseth, That the said T. H. and M. his Wife, S. H. E. H. H. M. and E. A. for and in Consideration of the Sum of 1000 l. of lawful, &c. to them in hand, at or before the sealing and delivery of these Presents by the said R. S. well and truly paid, the Receipt whereof they and every of them do hereby acknowledge, and themselves therewith fully satisfied, and thereof and of every part thereof, do, and each of them respectively doth acquit, exonerate, and for ever discharge the said R. S. his, &c. by these Presents, Have and every of them hath given, granted, bargained, sold, aliened, enfeoffed, released and confirmed; And by these Presents do and every of them doth freely, clearly and absolutely, give, grant, bargain, sell, alien, enfeoff, release and confirm unto the said R. S. and his Heirs in the actual Possession of him the said R. S. now being by vertue of a Bargain and Sale for the Term of one year by Indenture bearing date the day next before the date of these Presents to him made and executed; And by force of the Statute made for transferring of uses into Possession: All, &c. And also all other the Houses, Mesuages, Tenements, Cottages, Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods and Hereditaments

ditaments whatsoever with their and every of their Appurtenances of them the said *T.H.* and *M.* his Wife, *S.H.* *E.H.* *H.M.* and *E.A.* or any of them in the said several Parishes of, &c. or any of them in the said several Counties of, &c. And they the said *T.H.* and *M.* his Wife, *S.H.* *E.H.* *H.M.* and *E.A.* for the Considerations aforesaid, Have, and more especially and particularly the said *H.M.* Hath given, granted, bargained, sold, aliened, enfeoffed, released and confirmed, And they the said Parties by these Presents do, and more especially and particularly the said *H.M.* doth fully, clearly, and absolutely, give, grant, bargain, sell, alien, enfeoff, release and confirm unto the said *R.S.* his Heirs and Assigns in the actual Possession of him the said *R.S.* now being by vertue of the before-mentioned Indenture of bargain and sale for the Term of one year, and by force of the Statute aforesaid; All that, &c. And also all Trees, Hedges, Hedg-rows, Ways, Waters, Water-courses, Easements, Profits, Advantages and Emoluments whatsoever unto the said Meadow, called, &c. belonging or in anywise appertaining, And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Mesuages, Tenements, Lands, Meadows, Pastures, Hereditaments and Premises herein-before-mentioned, and of every of them, with their and every of their Appurtenances, and every Part and Parcel of the same, and all Rents, Reservations, yearly and other Profits whatsoever, reserved, done, or payable, or which may accrue or happen to grow due upon or by vertue of any Demise or Grant, at any time heretofore made of all or any the said Premises or of any Part or Parcel thereof; And also all the Estate, Right, Title, Interest, Use, Trust, Property, Benefit, Advantage,

Advantage, Equity of Redemption, Claim and Demand whatsoever of them the said *T.H.* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* and every or any of them, or of any other Person or Persons in trust for them, or any other, of, in and to the same; And all Deeds, Escripts and Muniments whatsoever, touching or concerning the said Premises, **To have and to hold** the said Capital Mesuage, and other Mesuages, Lands, Meadows, Leasows, Pastures, and all and singular other the Premises hereinbefore given, granted, bargained, sold, aliened, enfeoffed, released and confirmed, or herein or hereby meant, mentioned or intended so to be, with their and every of their Appurtenances, and every Part and Parcel of the same unto the said *R. S.* his Heirs and Assigns for ever, to the only proper use and behoof of him the said *R. S.* his Heirs and Assigns for ever more; **And** the said *T. H. S. H. E. H. H. M.* and *E. A.* for themselves, their, and every of their, &c. and for every of them, do, and every of them doth covenant, promise, grant and agree to and with the said *R. S.* his Heirs and Assigns by these Presents, That they the said *T.H.* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* shall and will at their, some or one of their own proper Costs and Charges, before the, &c. next ensuing the date of these Presents acknowledge and levy in due form of Law, before her Majesty's Justices of the Court of the Great Sessions in *Wales*, or other proper Court or Courts for that purpose, one or more Fine or Fines, *Sur cognizance de droit come ceo*, &c. unto the said *R. S.* and his Heirs, whereupon Proclamations shall be had and made, according to the Form of the Statute in that case made and provided of all and every the said Messuages, Cottages, Lands

Habund.

A Covenant to levy a Fine.

Mortgages.

Lands, Tenements and Hereditaments, and all other the Premises aforesaid, with their and every of their Appurtenances by such Name or Names, Quantities, Contents, Quality of Land, and number of Acres, and in such manner and form as by the said R. S. his Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably devised, or advised and required which said Fine, and all and every other Fine and Fines levied, or to be levied of the Premises aforesaid, or any part thereof between the said Parties, or any of them, and the full force and execution of the same shall be and enure, and so is and are hereby declared and agreed by all the said Parties to these Presents to be and enure; And so for ever hereafter shall be construed, adjudged, deemed and taken to be and enure, To the only use and behoof of the said R. S. his Heirs and Assigns absolutely for ever And to no other use, intent or Purpose whatsoever.

The Uses
whereof are
declared to the
Purchaser and
his Heirs

A Covenant, That they, some, or one of them are seized in Fee, and have power to convey: That the Grantee shall quietly enjoy: That the Premises are free from Incumbrances, and of the yearly value of 100l. ultra repris. A Covenant for further Assurance.

A

A Defeazance of the said Indenture of Release, whereby it is declared that some part of the Premises were the Inheritance of one of the Mortgagors, and the rest of another, and were only intended for a Security of 1100 l. upon payment whereof it is covenanted by the Mortgagee that Reconveyance shall be made of the Premises to the respective Owners.

This Indenture, Quinquartite made, &c. Between R.S. Esq; of the first part, T.H. &c. of the second Part, S.H. &c. and E.H. of the third part, H. M. &c. of the fourth Part, and E. A. &c. of the fifth Part : ~~Whereas~~ by Indenture of Release, bearing date, &c. they the said T.H. S.H. and E. H. in consideration of 600 l. of lawful, &c. unto them paid and lent by J. E. did give, grant, release and confirm unto the said J. E. in his actual Possession then being by vertue of a Bargain and Sale for the Term of years therein mentioned, and of the Statute for transferring of uses into Possession, and his Heirs and Assigns for ever, All, &c. in the said Indenture of Release, more particularly described, To hold unto the said J. E. his Heirs and Assigns for ever, under a Proviso for Redemption on payment of the said Sum of 600 l. with Interest thereof unto the said J. E. his Executors, Administrators or Assigns within the compass, or at the end of three years in such manner as the same is thereby limited to be paid, as in and by the said Indentures of Lease and Release, Relation being thereunto had, may appear; ~~And Whereas~~ by Recital. Indenture

This Recital is to shew the Title of one of the Grantors who was a Mortgagee of some part of the Premises.

Indenture of Lease and Release, the Lease bearing date the 2^d, and the Release bearing date the 3^d day of, &c. reciting as in and by the same, or one of them is recited, and that the said Sum of 600 *l.* was not then paid so that the Estate as aforesaid conveyed unto the said *J. E.* and his Heirs, was become absolute, he the said *J. E.* for and in consideration of the Sum of 600 *l.* to him paid by the direction of the said *T. H.* and also they the said *T. H. S. H.* and *E. H.* in consideration of 10 *s.* of like Money to them paid, did give, grant, bargain, sell, remise, release, quit claim, and confirm unto the said *E. A.* and his Heirs for ever, All and every the aforesaid Mesuages, Cottages, Closes, Pieces and Parcelsof arable Meadow and Pasture Ground, and other Hereditaments and Premises in and by the said first-mentioned Indentures of Lease and Release formerly conveyed unto the said *J. E.* as aforesaid, with all and every their, and every of their Rights, Members, Privileges and Appurtenances, To hold unto the said *E. A.* his Heirs and Assigns for ever, under a Proviso or Condition in the said last-mentioned Indenture of Release, contained for redemption of the said Premises, on Payment of 750 *l.* of lawful, &c. unto the said *E. A.* his, &c. at several days therein and thereby limited, which are all long since past and expired: **And Whereas** the aforesaid 750 *l.* was not paid, according to the Limitation of the said last-mentioned Proviso or Conveyance, whereby the said Conveyance unto the *E. A.* became absolute: **And Whereas** by Indentures of Lease and Release, the Lease bearing date the second day and the Release the third day of *July*, the Release being of three parts *viz.* made between the said *T. H.* and *M.* his Wife, *S. H. E. H. H. M.* of the first part, the said

faid *E. A.* of the second part, and the faid *R.S.* of the third part, And by Fine thereby covenanted to be levyed, they the faid *T. H.* and *M.* his Wife, &c. for and in consideration of the Sum of 1000 *l.* of like lawful, &c. unto them in hand paid by the faid *R.S.* did give, grant, bargain, sell, alien, enfeoff, release and confirm unto the faid *R.S.* and his Heirs, the faid Messuages, Tenements, Lands, Meadows, Pastures, Premises and Hereditaments above mentioned; and also all that, &c. To hold unto the faid *R.S.* his Heirs and Assigns for ever, as in and by the faid last-mentioned Indentures and Fine, relation being thereunto had, may appear; And Whereas the faid several Messuages, Lands, Meadows, Pastures, Hereditaments and Premises are intended by all the Parties to these Presents, to be a Security only unto the faid *R. S.* for the Sum of 1000 *l.* and the Interest thereof after the rate of 5 *l.* per Cent. per Annum, payable and to be paid, as herein-after is mentioned; And Whereas all the Premises by the faid Tripartite Indenture of Release and Lease next immediately preceding the same mentioned, except the Meadow called the, &c. at and before the time of the executing the faid Indenture Tripartite were the proper Estate, and Inheritance of the faid *T. H.* And the faid Meadow called the, &c. at and before the executing of the faid Indenture Tripartite was the proper Estate and Inheritance of him the faid *H. M.* And by particular Agreement between them the faid *H. M.* and *T. H.* added to the faid other Premises, to make a more full and ample Security for the faid Sum of 1000 *l.* and Interest, out of which said Sum of 1000 *l.* was paid the Sum of, &c. in full Satisfaction of all Monies by vertue of the faid Indenture of the third day of, &c. due and

£ f payable

The Mortgagee covenants, That upon payment of 1100 l. the Conveyances and Estate thereby granted shall be void.

The Mortgageors covenant to pay the Money.

payable unto him the said *E. A.* who together with the said *S. H.* and *E. H.* at the request and by the direction and appointment of the said *T. H.* and *H. M.* executed and joined in the execution of the Conveyance of all the said Premises unto the said *R. S.* and his Heirs: Now this Indenture Witnesseth, And the said *R. S.* for himself, his, &c. and for every of them doth declare, covenant and agree to and with the said *T. H.* and *H. M.* and either of them, their and either of their, &c. by these Presents, That if the said *T. H.* and *H. M.* or either of them, their, or either of their, &c. or any of them, do and shall well and truly pay or cause to be paid unto the said *R. S.* his, &c. the full Sum of 1100 l. of lawful, &c. at or in the Common Dining-Hall of the *Middle-Temple, London,* in manner and form following, viz. &c. and that without any Deduction, Defalcation or Abatement whatsoever, for or in respect of any Taxes, Rates, Assessments, Charges or Impositions whatsoever, That then and from thenceforth, and at all times afterwards the said Indenture *Tripartite*, and the Estate thereby and by the said intended Fine, granted and perfected shall cease, determine and be utterly void, The said Indenture *Tripartite*, or any thing therein-contained to the contrary thereof in anywise notwithstanding; But if default shall be made in any one of the said Payments contrary to the Form aforesaid, then the same to remain in full force and virtue. And the said *T. H.* and *H. M.* for themselves, and either of them, their and either of their, &c. and every of them, doth covenant, promise, grant and agree to and with the said *R. S.* his, &c. by these Presents, That they the said *T. H.* and *H. M.* or one of them, their or one of their, or some one of their, &c.

or

or some of them, shall and will well and truly pay or cause to be paid unto the said R. S. his, &c. the said Sum of 1100 l. of lawful, &c. at the place, and on the several days herein-before limited without fraud or delay, And that without any Deduction, Defalcation or Abatement whatsoever, according to the true intent and meaning of these Presents. And the said R. S. for himself, &c. and for every of them doth covenant, promise and grant to and with the said T. H. and H. M. and either of them, their and either of their, &c. and every of them, by these Presents in manner and form following (that is to say) that until failure or default shall happen to be made of Payment of the said several Sums of Mony, or one of them, contrary to the Covenant or Agreement above-written, They the said T. H. and H. M. their Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy the said Messuages, Lands, Tenements, and Hereditaments, and Premises in the said *Tripartite* Indenture mentioned, and receive and take the Rents and Profits thereof according to their respective former Estates and Interests therein to his and their own respective use and uses, without any lawful Let, Suit, Trouble, Eviction or Interruption whatsoever of him the said R. S. his Heirs or Assigns, or any other Person or Persons, claiming, or which shall lawfully claim any Estate or Interest in the Premises aforesaid, or any part thereof, by, from or under him or them; And also that he the said R. S. his, &c. upon receipt of the said Sum of 1100 l. at the days and times above-limited, shall and will surrender release or deliver up the said Indentures of Lease and Release unto them the said T. H. and H. M. or one of them, their, or one of their Heirs or Assigns, And at the reasona-

ble Request, Costs and Charges of them the said *T. H.* and *H. M.* their Heirs or Assigns, shall and will make such Re-conveyance or Release of the Premises aforesaid, with the Appurtenances, unto them the said *T. H.* and *H. M.* their respective Heirs and Assigns, *viz.* of all the said Premises, except the said, &c. aforesaid, unto the said *T. H.* his Heirs and Assigns, and of the said Meadow unto him the said *H. M.* his Heirs and Assigns, or unto such other Person or Persons, as he, they, or any of them shall direct or appoint, As they the said *T. H.* and *H. M.* or either of them, their or either of their Heirs or Assigns, or his or their Council Learned in the Law shall reasonably devise, advise or require, And from and after payment of the said Sum of 1100*l.* and until such Re-conveyance or Release executed, That he said *R. S.* his Heirs and Assigns, or other Cognisee or Cognisees in the Fine by the said Indenture *Tripartite* covenanted to be levied, his and their Heirs shall and will from and after such payment as aforesaid, stand and be seized of the said Premises; And the said Fine shall thenceforth enure to the Uses following (that is to say) As to all the said Premises, except the said, &c. To the use and behoof of the said *T. H.* his Heirs and Assigns, And as to the said, &c. to the use and behoof of the said *H. M.* his Heirs and Assigns for ever; and to and for no other use, intent or purpose whatsoever; And lastly, the said *T. H.* and *H. M.* for themselves, and either of them, their, and either of their, &c. and for every of them, do covenant, promise, grant and agree to and with the said *S. H.* *E. H.* and *E. A.* and every of them, their, and every of their, &c. by these Presents, That they the said *T. H.* and *H. M.* their, and either of their, &c.

The two principal Mortgagors covenant to save the former Mortgagee, and the other Grantors harmless from the Covenants in the preceding Conveyance.

&c. shall and will from time to time, and at all times hereafter save, defend, keep harmless and indemnified them the said *S. H. E. H.* and *E. A.* and every of them, their, and every of their Person and Persons, Goods, Chattles, Lands and Tenements, of, and from the Grants, Covenants and Agreements in the said Indenture *Tripartite* contained, and of and from all Actions, Suits, Costs, Charges and Damages whatsoever touching or concerning the same (Actions, Suits, Costs and damages for her, his, or their wilful breach or contravening of any the said Grants, Covenants or Agreements, or any of them only excepted.)

In Witness, &c.

A Release from the eldest Son and Heir to a younger Son, who was Devisee of the Land by the Father's Will who disinherited the eldest Son, and left him only an Annuity out of the released Premises, in pursuance of a Decree in Chancery, 1692.

This Indenture made, &c. Between R. E. Gent. Son and Heir of J. E. late of, &c. deceased, of the one part, and T. E. of, &c. 2d Son of the said J. E. and Brother of the said R. E. of the other part, Witnesseth, That the said R. E. in obedience to the Last Will and Testament of the said J. E. the Father, and in performance of and in obedience to a certain Decree made in the High Court of Chancery, on or about the, &c. last past, before the date of these Presents in a Cause there depending, between the said T. E. Plaintiff, and the said R. E. Defendant; and for and in consideration of the Sum of 5 s. of lawful Mony of England to the said R. E. in hand paid by the said T. E. at or before their sealing and delivery of these Presents, the Receipt whereof he doth hereby acknowledge, Hath released and confirmed, and by these Presents doth release and confirm unto the said T. E. (in his actual Possession now being) and to his Heirs, All those several Messuages, Lands, Tenements and Hereditaments late belonging to the said J. E. situate, &c. (which amongst other things) were by the said J. E. by his Last Will and Testament in Writing bearing date, &c. and since proved by examination of Witnesses thereunto

thereunto in the said High Court of *Chancery* in the Cause aforesaid, devised unto *R. E.* Relict of the said *J. E.* (since deceased) for the Term of her life, and from and after the decease of the said *R.* to the said *T. E.* and the Heirs Male of his Body, lawfully to be begotten, And for default of such Issue to *J. E.* (since deceased) third Son of the said *J. E.* deceased, and the Heirs Male of his Body, lawfully to be begotten, and for default of such Issue, to *J. E.* 4th Son of the said *J. E.* deceased, and the Heirs Male of his Body, lawfully to be begotten; And for default of such Issue, to the right Heirs of the said *T. E.* for ever, And all those Heirs of his Body issuing, and for default of such Issue, to the said *T. E.* his Heirs, &c. and all Ways, Easements, Commons, Rights and Appurtenances whatsoever to said Messuages, Tenements and Premises, any or either of them belonging or therewith used, as belonging thereunto, and the Reversion and Reversions, Remainder and Remainders of the said several Messuages, Lands, Tenements, Hereditaments and Premises, and every of them, and every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever in Law or Equity of him the said *R. E.* of, into, or out of the said Messuages, Tenements, Lands, Hereditaments and Premises, or any Part or Parcel thereof, **To have and to hold** the said Messuages, Tenements, Lands, Hereditaments, and all and singular other the Premises herein-before-mentioned and intended to be hereby released and confirmed, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said *T. E.* and his Heirs to the uses following (that is to say) as for and concerning all and every the Premi-

Mention of the Father's Will, who devises the Estate to his Wife for life, Remainder to his 2d Son in Tail-male.

Remainder in like manner to the 3d and 4th Sons.

Remainder to the right Heirs of the 2d Son.

Habend. to the several Uses pursuant to the Father's Will.

Upon Trust
that 2d Son
pay the An-
nuity left by
the Father to
the eldest Son.

And another
Annuity to a
Daughter.

It is provided,
That this Re-
lease shall be
no extinguish-
ment of the
Annuities.

ses in, &c. to the use of the said T. E. and the Heirs of his Body lawfully to be begotten, And for default of such Issue to the use of the Heirs Male of the Body of the said J. E. the Son deceased lawfully begotten, and for default of such Issue, to the use of the said J. E. and the Heirs Male of his Body lawfully to be begotten; and for want of such Issue to the use of the right Heirs of the said T. E. for ever; and as for and concerning the, &c. to the use of the Heirs of the Body of the said J. E. the Son deceas'd; and for want of such Issue to the use of the said J. E. and the Heirs his Body issuing; and for default of such Issue, to the use of the said T. E. his Heirs and Assigns for ever; And as for and concerning all and every the said Messuages in, &c. and devised to the said T. E. and his Heirs for ever, to the use of the said T. E. his Heirs and Assigns for ever: Upon Trust nevertheless and upon this expresse Condition, That the said T. E. his Heirs and Assigns, do and shall well and truly pay or cause to be paid to the said R. E. the yearly Sum of 100 l. *per Annum*, for the Term of his natural life devised to him by the said Last Will of the said J. E. the Father, and do and shall also pay or cause to be paid to A. C. Daughter of the said J. E. the Father the yearly Sum of 30 l. *per Annum*, for the Term of her natural Life, devised to her by the said Will. The said several yearly Sums of 100 l. *per Annum* and 30 l. *per Annum*, to be paid at such time and times, and at such place and in such manner as the same are appointed to be paid respectively in and by the said Last Will of the said J. E. the Father, and in performance thereof, and of the Trust and Condition therein-declared and contained concerning the same, it being hereby further provided,

ed, and also declared and agreed by and between all every the Parties to these Presents, That these Presents, or any thing herein-contained shall not be or be construed or taken to be any Release or Extinguishment, or be any ways made use of for the releasing or extinguishing of the said yearly Rents or annual Sums of 100 *l. per Annum*, and 30 *l. per Annum*, or either of them, granted or devised to the said R. E. and A. C. severally and respectively for their lives as aforesaid by the last Will and Testament of the said J. E. the Father, or any Trust or Condition for or touching the Payment or Recovery of them or either of them; but that the Payment thereof, and all such Trusts and Securities for Payment thereof shall and are to remain, continue and be of the same effect and Power to all Intents and Purposes, as if these Presents had not been made. And further, That the Assurance hereby made of the Premises shall be and enure in the first place for the corroborating, strengthening and making good the said several Devices and Securities for Payment of the said 100 *l. per Annum*, and 30 *l. per Annum*, under the Conditions aforesaid, any thing herein-before-contained to the contrary thereof in anywise notwithstanding, And the said R. E. for himself, his, &c. doth for the Considerations aforesaid, covenant, promise, grant and agree to and with the said T. E. and his Heirs by these Presents, That he the said R. E. shall and will at any time within the space of 12 Months next ensuing the date hereof upon the reasonable request, and at the Costs and Charges in the Law of the said T. E. or his Heirs well and effectually in the Law, surrender into the hands of the Lord or Lords of the Mannors of, &c. in the said County of H. according to the Custom

Covenant to
surrender the
Copyhold.

Releases.

The Release
or Covenants,
That he hath
done no Act
to incumber.

from of the said Mannor; All that Messuage or Tenement, with the Courts, Orchards, Garpens and Appurtenances thereunto belonging, situate, &c. within the Mannor aforesaid holden of the Mannor aforesaid by Copy of Court-Roll and descended to the said R. E. according to the Custom of the said Mannor, as Son and Heir of the said J. E. his said late Father deceased, and all other the Copyhold or Customary Lands, holden of the Mannor aforesaid, which descended from the said J. E. deceased to him the said R. E. and all the Estate, Right, Title, Interest, Claim and Demand of him the said R. E. therein and thereunto to the use of the said T. E. and his Heirs to be had and holden by him the said T. E. and his Heirs, according to the Custom of the Mannor aforesaid under the Rents and Services therefore due and accustomed, discharged of all Incumbrances in Title, Charge or otherwise done or committed by him the said R. E. And in the mean time, and until such Surrender made, That he the said R. E. his Heirs or Assigns shall and will hold the said Copyhold Premises, in Trust for the said T. E. his, &c. And the said R. E. for himself his, &c. doth covenant and grant to and with the said T. E. his, &c. by these Presents, That he the said R. E. hath not at time heretofore made, done, or committed, any Act, Matter or Thing whatsoever whereby or wherewith the said Mesuages, Tenements, Lands, Hereditaments and Premises herein-before-mentioned and intended to be hereby released or conveyed, or any Part or Parcel thereof, are, shall, or may be impeached or incumbered in Title, Charge, Estate, or otherwise howsoever.

In Witness, &c.

Opinions

Opinions touching this Release.

I Think it is dangerous for R. to release the Lands out of which his Annuity of 100 l. per Annum doth Issue, notwithstanding the Proviso at the end of this Draught; But R. and T. may join in a Conveyance of all the Lands (out of which the Annuity is by the Will to issue) to J. S. and his Heirs to the intent that R. may have the 100 l. per Annum, and the Lands, subject to the said Rent to the use of T. and his Heirs.

A. B.

The Rent is not issuing out of the Lands, released, &c. But is reserved only by a Trust and Condition, That the Devisee of the Lands, shall pay 100 l. per Annum to the Devisee of the Rent, upon Condition, That he release unto the Devisees of the Land; so he must release to entitle himself to the Rent, and to the Condition and Trust for payment of it. Therefore I know no better way to pen this Release than by a saving of the Trust and Condition (put in the Will) by the Proviso at the end of this Draught.

There can be no Conveyance made by T. to charge the Land with a legal Security for Payment of the Rent by a Settlement to uses, because he has settled the same upon Marriage for Jointure, &c. Therefore the Security for the 100 l. per Annum, must stand as by the Will.

W. Rawlinson.

*A Redemise to one of Lands for 98 years
determinable on the Grantors Life with
special Covenants.*

THIS Indenture made, &c. Between T. B. of, &c. Esq; of the one part, and the Right Honourable G. Lord Marquiss of H. and Baron of E. of the other part, *Witnesseth*, That the said T. B. for and in Consideration of the Rents, Reservations, Conditions, Covenants and Agreements herein after reserved expressed and agreed upon, and also in Consideration of the Sum of, &c. of good and lawful Money of *England* to him the said T. B. in hand paid at or before the sealing and delivery of these Presents, The Receipt whereof he the said T. B. doth hereby acknowledg, Hath bargained, sold, demised, and to farm Lett, and by these Presents, doth bargain, sell, and to farm Let unto the said G. Marquiss of H. All, &c. (as in the Deed of demise with such Exceptions) And all and every other the Mesuages, Lands, Tenements and Hereditaments whatsoever, which in and by one Indenture bearing date the day next before the day of the date of these Presents made or mentioned to be made between the said G. Marquiss of H. of the one part, and the said T. B. of the other part are granted, bargained, sold or demised unto the said T. B. and his Assigns for the Term of, &c. (if the said T. B. should so long live) and also the Rents, Issues and Profits of all and singular the Premises hereby demised, To have and to hold the said Mannor, Mesuage, Lands, Tenements, Hereditaments and Premises hereby demised, with their and every

every of their Appurtenances unto the said G. Marquifs of H. his Executors, Adminiftrators and Affigns from the day of the date of these present Indentures, for, during and until the full End and Expiration of the Term of 98 years, if the said T. B. shall so long live, Yielding and paying, therefore yearly and every year, during the said Term, unto the said T. B. and his Affigns, at or in the, &c. the annual Rent of 300 l. of good and lawful Money of *England* at the two several Feasts or days of Payment in the year (that is to say) the Feast of, &c. and the, &c. by even and equal Portions without any Deduction, Defalcation or Abatement, for or by reason of any Taxes, Charges or Impositions imposed or to be impos'd, ordinary or extraordinary, or for or by reason of any other Act, Matter or thing whatsoever, the first Payment thereof to be made and begin at or upon the Feast of, &c. next ensuing the date of these Presents, And the said G. Marquifs of H. for himself, his Heirs, Executors and Adminiftrators doth covenant, promise, grant and agree to and with the said T. B. and his Affigns by these Presents, That he the said G. Marquifs of H. his Heirs, Executors and Adminiftrators, or some or one of them shall and will from time to time, and at all times hereafter, during the said Term of 98 years, if the said T. B. shall so long live, well and truly pay or cause to be paid unto the said T. B. or his Affigns the said yearly Rent of 300 l. at the place and several days above-appointed for the payment thereof without any Defalcation, Deduction or Abatement whatsoever, for or by reason of any Taxes, Charges or Impositions imposed or to be imposed, or for or by reason of any other Act, Matter or Thing ordinary or extraordinary whatsoever : And that
he

The Rent of
300 l. a year.

Marquifs co-
venants to
pay the 300 l.

The Marquis
covenants to
pay all Taxes.

Proviso and
Covenants if
the Rent be
behind above
14 days, Gran-
tor forfeits
14 *l.* for de-
fault.

Power for the
Grantee to
enter on the
Land to di-
strain, &c.
till all Arrears
and Forfeit-
ures paid.

he the said G. Marquis of H. his Heirs, Executors and Administrators, or some or one of them shall and will from time to time, and at all times during the said Term, pay, satisfy and discharge all such Taxes, Charges and Impositions whatsoever, as is, are, or shall be laid or imposed upon the said Annual Rent of 300 *l.* or any part thereof, or upon the said T. B. or his Assigns, for or by reason of the same; **Provided** always, and the said Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns doth covenant and grant to and with the said T. B. and his Assigns, by these Presents, That if it shall happen that the said yearly Rent of 300 *l.* or any part thereof, shall be behind and unpaid by the space of 14 days (for and during the said Term of 98 years, if the said T. B. shall so long live) next over or after any of the said days of Payment, upon which the same is so limited and appointed to be paid as aforesaid, although no Demand thereof shall be made, That then and in such Case the said Marquis of H. his Heirs, Executors, Administrators and Assigns, shall for every such default, forfeit and lose the Sum of 14 *l.* of lawful Money of *England*; Also the Sum of 7 *s.* per Week for every Week after the said 14 days, until the Arrears of the said Annual Rent of 300 *l.* shall be fully satisfied or paid; **Provided** also, and the said G. Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns doth hereby grant to the said T. B. and his Assigns, That it shall and may be lawful to and for the said T. B. and his Assigns, into the said Mannor, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised, and into any Part and Parcel of them to enter and distrain for the Arrears of the said Annual

Annual Rent of 300 l. and for every of the said Penalties and Forfeitures, as often as they or any of them shall happen to be behind and unpaid, and the Distrels and Distresses then and there found, to take, lead, drive and carry away, and the same to detain and keep until the said T. B. and his Assigns, shall be fully satisfied and paid the Arrears of the said Annual Rent, with the Penalties and Forfeitures as aforesaid for the non-payment thereof; ~~Pro-~~vided also, and the said G. Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said T. B. and his Assigns by these Presents, That if the said Annual Rent of 300 l. or any part thereof shall be behind and unpaid by the space of 21 days next over or after any of the days above-limited and appointed for the Payment thereof, that so often as the same or any part thereof shall so be behind and unpaid, it shall and may be lawful to and for the said T.

B. and his Assigns from time to time into the said Mannor, Messuages, Lands, Tenements, Hereditamentts and Premises hereby demised, to enter, and to receive and take the Rents, Issues and Profits of them to his and their own use or uses until the said T. B. and his Assigns shall be well and truly satisfied and paid, by or out of the same Rents, Issues and Profits, all and every the Arrearages of the said Annual Rents of 300 l. with all such Penalties and Forfeitures for Non-payment of the same as shall be then grown due, either before or after such entry, and also all Charges, Costs and Damages, which he or they shall then have sustained, been at, or been put unto, by reason of such Non-payment; And the said G. Marquis of H. for himself, his Heirs, Executors, Administrators

If the Rent be behind 21 days over the Grantee to enter on the Lands and receive the Rent until paid.

Grantee cove-
nants on
Grantors pay-
ing Rent,
&c. per-
forming cove-
nants, That
the Grantor
shall peacea-
bly enjoy the
Covenants.

nistrators and Assigns, doth covenant, promise, grant, and agree, to and with the said *T. B.* by these Presents, That if he the said *T. B.* at the time of his Decease, shall have out-lived one quarter of a year, or more from and after the last said days of Payment, so as abovesaid-limited for the Payment of the said Annual Rent of 300 *l.* That then the said *G. Marquis of H.* his Heirs, Executors, Administrators, &c. or some or one of them shall and will well and truly pay or cause to be paid unto the Executors, &c. of the said *T. B.* the Sum of 75 *l.* of lawful Mony of *England*, within the space of 14 days next after the decease of the said *T. B.* at the place herein-before-appointed for the Payment of the said Annual Rent of 300 *l.* And the said *T. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree, to and with the said *G. Marquis of H.* by these Presents, That he the said *G. Marquis of H.* his Heirs, Executors, Administrators and Assigns, duly paying the said yearly Rent of 300 *l.* herein-before-reserved, and duly performing all the Covenants and Agreements on his and their parts to be performed, contained in these Presents, and the said Indenture of demise before-mentioned shall and may quietly and peaceably have, hold, occupy and enjoy the said Mannor, Lands and Premises hereby demised, without Interruption of the said *T. B.* his Executors, Administrators, and Assigns, and clear and free from all Incumbrances, had, made or done, or willingly or wilfully suffer'd by them or either of them.

In Witness, &c.

A Deed of release to enable one to suffer a Common Recovery, and afterwards to sell the Lands with a Proviso if Mony be not paid by a day, the same to be void.

This Indenture made, &c. Between *H. H.* of, &c. Gent. of the one part; and *M. M.* of, &c. Gent. of the other part, *Witnesseth*, That as well for docking and barring all Estates tail, Reversions and Remainders depending or expectant of, in, or upon all the Mannors, Messuages, Lands, Tenements and Hereditaments herein-after-mentioned, and for that end and purpose that the said *M. M.* may become a perfect Tenant to the Premises, That a Common Recovery may be had and suffered of the same to such uses as shall thereof be declared, and for and in Consideration of the Sum of, &c. of lawful Money of *England* to the said *H. H.* in hand well and truly paid by the said *M. M.* at and before the sealing and delivery of these Presents, the Receipt whereof is hereby acknowledged, He the said *H. H.* hath granted, released and confirmed, and by these Presents, do grant, release and confirm unto the said *M. M.* (in his actual possession of the same, now being by virtue of a Bargain and Sale to him made by the said *H. H.* by Indentures bearing date the day next before the day of the date of these Presents, and of the Statute made for transferring uses into Possessions) All that, &c. And all the Lands, Tenements and Hereditaments whatsoever of him the said *H. H.* in, &c. aforesaid, And also all that, &c. together with all Houses, Out-houses,

G g

houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Woods, Underwoods, Commons, Common of Pasture, Wastes, Moors, Fishings, Royalties, Havens, Creeks and Ports; And all other the Lands, Tenements and Hereditaments of him the said *H.H.* in, &c. aforesaid, with the Rights, Members and Appurtenances whatsoever to the Premises, or any of them belonging, or therewith used, occupied or enjoyed; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof, ~~To have and to hold the~~ said Mannors, Lordships, Messuages, Farms, Tenements and Hereditaments herein-before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, and every Part and Parcel thereof unto the said *M.* *M.* and his Heirs, to the only proper use and behoof of him the said *M.* his Heirs and Assigns for and during the joint natural Lives of him the said *H. H.* and the Lady *E.* his Wife; ~~Provided~~ always, and upon this Condition nevertheless, That if the said *M. M.* his Heirs or Assigns do not nor shall well and truly pay or cause to be paid unto the said *H.H.* and his Assigns, the full Sum of, &c. of lawful Mony of *England* upon the, &c. ensuing the date of these Presents, then this present Indenture, and the Estate hereby conveyed, and every matter and thing herein-contained, shall cease, determine, and become utterly void to all Intents and Purposes whatsoever.

In Witness, &c.

Another

Another Deed from Father Son, and Trustees to lead the use of a Recovery to be suffered with treble Voucher.

THIS Indenture, Tripartite, made, &c. Between Sir E. F. of, &c. G. F. Son and Heir of the said Sir E. F. R. F. of, &c. and W. F. of, &c. Brother of the said R. F. of the first part, H. J. of, &c. Gent. of the second part, and J. A. of the third part, Witnesseth, that as well for docking and barring the several Estates Tail, Reversions and Remainders, and all other the Estate or Estates, Terms and Interests heretofore limited, created or declared, of, for, or concerning the several Parcels of Pastures, Marsh Land, fresh, and salt Marshes, Lands, Tenements and Hereditaments whatsoever, with the Appurtenances hereafter granted or intended to be granted: As, for settling, estating and assuring the same to the Uses, Intents, and Purposes hereafter-mentioned, And for and in Consideration of the several Sums &c. of, &c. of lawful Mony of Engl. to them the said Sir E. F. G. F. R. F. and W. F. severally and respectively in hand paid by the said H. J. at or before the sealing and delivery hereof, the Receipt whereof is hereby acknowledged; And for divers other good Causes and Considerations them the said Sir E. F. G. F. R. F. and W. F. and every of them hereunto respectively moving, they the said Sir E. F. and G. F. and the said R. F. and W. F. at the instance and request and by the direction and appointment of the

To bar Intails
and Remain-
ders.

G g 2 delivery

The Parcels.

H. J. Tenant
to the Precipe.

J. A. Deman-
dant to sue a
Writ of En-
try.

delivery hereof) Have, and each of them hath granted, remised, released and confirmed, And by these Presents, do, and each of them doth grant, remise, release and confirm unto the said H. J. in his actual possession now being, by virtue of a Bargain and Sale to him made, for one year by Indenture bearing date the day next before the date hereof (And of the Statute made for transferring uses into possessions) and to his Heirs and Assigns, All, &c. **To have and to hold** the said salt Parcels of Pasture Marsh Land, fresh, and salt Marshes, Lands, Tenements, Hereditaments and Premises hereby granted, remised; released or confirmed, or meant, mentioned or intended to be hereby granted, remised, released and confirmed, with their and every of their Appurtenances unto the said H. J. his Heirs and Assigns to the Intent and Purpose that he said H. J. may become a perfect Tenant of the Freehold of the said Premises, with the Appurtenances, whereby one or more perfect Common Recovery or Recoveries, as shall or may thereof be had or suffered in manner and form hereafter following, for which Intent and Purpose it is hereby covenanted, granted, concluded and agreed upon, by, and between all the said Parties to these Presents, That it shall and may be lawful to and for the said J. A. to bring and prosecute against the said H. J. one or more Writ or Writs of Entry *Sur disseisin in le post* returnable before his Majesty's Justices of his Majesty's Court of *Com. Pl.* at *Westm.* of this present *M. Term*, of and for the said several Parcels of Pasture, Marsh Land, fresh, and salt Marshes, Lands, Tenements, Hereditaments and Premises aforesaid, with their and every of their Appurtenances, by such name or names, quantities, qualities, contents and numbers of Acres and Things as
said

saïd Sir E. F. and G. F. (testified by their being made Parties to these Presents, and sealing and by the saïd G. F. or his Council Learned in the Law shall be reasonably devised, or advised, or required, to which saïd Writ or Writs the saïd Tenant shall appear.

H. J. shall appear *Gratis*, and vouch to Warranty the saïd Sir E. F. Party to these Presents, who also shall appear and enter into the Warranty and Vouch over to Warranty the saïd G. H. who also shall appear and enter into the Warranty, and shall vouch over the Common Vouchee, who also shall appear and enter into the Warranty, for the saïd Premises, and after make default, so that one or more perfect Common Recovery or Recoveries with a treble Voucher over may be duly had, executed and perfected, on or before the, &c. now next ensuing the date hereof of and for the saïd several Parcels of Pasture, Marsh Land, fresh, and salt Marshes, Lands, Tenements, Hereditaments and Premises afore said, with their and every of their Appurtenances, according to the Course of Common Recoveries in such Cases used. And it is hereby further declared, concluded, and fully agreed upon, by and betwixt all the saïd Parties to these Presents; And the true intent and meaning of all the saïd Parties, and of these Presents, is, that after the saïd Recovery or Recoveries suffered and executed, of and for the saïd Premises, or any of them, as well the saïd Recovery or Recoveries; as also all Fines, Recoveries, Settlements and Assurances had or to be had, made, levied, executed or suffered by, or between the saïd Parties to these Presents, or any of them, of or for the saïd Premises, or any part thereof, shall be and enure, and shall be confirmed, deemed, adjudged and taken to be and enure, and so is

Declaration of
the use of the
Recovery.

the intent of all and every the Parties to these Presents at the time of suffering the said Recovery, and so is expressed, limited and declared, That the same shall be and enure, to the only proper use and behoof the said G.F. (Party to these Presents) his Heirs and Assigns for ever, and to or for no other use, intent or purpose whatsoever.

In Witness, &c.

The Interest of a Principal Sum of Money assigned to satisfy a Debt.

This Indenture made, &c. Between *W. H.* of, &c. of the one part, *J. H.* of, &c. and *R. M.* of, &c. of the other part; ~~Whereas~~, the said *W. H.* hath lately sold the Mannors of *North* and *South Cadbury* in the County of *S.* formerly the Inheritance of *M.* his first Wife, and Mother of *G.* his Daughter married lately to *T. H.* Esq; unto *R. N.* of, &c. for the Sum of 13500 *l.* And ~~Whereas~~ the Sum of 4500 *l.* being the third part of the said Purchase-mony is to be detained and kept in the hands of the said *R. N.* until the said *G.* attain her Age of 21 years, and confirm the said Sale, according as is agreed in that behalf, paying Interest for the said Sum unto the said *W. H.* after the rate of 5 *l.* per Cent. per Annum; And ~~Whereas~~ the said *T. H.* by recognizance in the nature of a Statute-Staple, bearing date the 25th of *March*, last past, before the date hereof, became bound unto *M. R.* and *A. K.* therein named, in the penal Sum of 1500 *l.* defeat'd

defeaz'd for the Payment of 700 l. with Interest, at 5 l. per Cent. at the Feast of St. M. the Arch-angel, next after the date thereof, or to such effect as by the said Recognizance and Defeazance may appear: And Whereas the said W. H. is content, and hath agreed, That the Interest of the said Sum of 4500 l. shall go for or towards the payment of the said Debt of the said T. H. upon the said Recognizance; Now witness these Presents, That the said W. H. for and in Consideration aforesaid, and in pursuance of the said Intention and Agreement, Hath assigned, transferred, disposed and set over, and by these Presents doth, &c. unto the said J. H. and R. M. their Executors and Administrators, all the Interest-mony that shall be due or payable for the said Sum of 4500 l. until the said G. shall attain her Age of 21 years, And the said W. H. for him, his Executors and Administrators doth hereby authorize, desire and appoint, the said R. N. his Heirs, Executors and Administrators to pay all such Interest-mony unto the said J. H. and R. M. their Executors and Administrators, or any of them; And it is hereby agreed and declared, and the said W. H. for himself, his Executors and Administrators, doth hereby agree that the Receipt or Acquittance of the said J. H. and R. M. their Executors or Administrators, or any of who them shall receive any such Interest-mony shall be a good and sufficient discharge for such Mony for the said R. N. his Executors and Administrators to all Intents and Purposes, as if the said W. H. his Executors or Administrators, or any of them had given such Receipt or Acquittance; And it is hereby agreed and declared, and the true intent and meaning of these Presents, and the Parties

Recovery.

to the same is, That this present Assignment of the said Interest-mony, is and shall be upon this special Trust and Confidence that they the said J. H. and R. M. their Executors and Administrators shall imploy or apply the said Interest-mony which they or any of them shall receive for or towards the paying or satisfying the said of 700 l. and all Interest, that after the date hereof shall be due for the same.

In Witness, &c.

Lease

Lease for a year, Release, and Bargain
and Sale to be Enrolled.

*Mr. T. Purchaseth of Mrs. H. the Rever-
sion of a Mesuage after the decease of the
said Mrs. H. and her Brother.*

This Indenture made, &c. Between *M. H.*
of, &c. of the one part, and *E. H.* of, &c.
Esq; and *G. T.* of, *Gent.* of the other part;
Witnesseth, That for and in consideration of
the Sum of 5 s. of lawful Mony of *England* to
the said *M. H.* in hand paid by the said *E. T.* Lease for a
and *G. T.* at or before the enfealing and delivery year, dated
of these Presents, the Receipt whereof she doth *May 2. 1693.*
hereby acknowledg, And for divers other good
Causes and Considerations her the said *M. H.*
thereunto especially moving, she the said *M. H.*
Hath granted, bargained and sold, and by these
Presents doth grant, bargain and sell, unto the
said *E. T.* and *G. T.* their, &c. All, &c. [*The
Parcels in the Bargain and Sale to be enrolled;*] And
the Reversion and Reversions, Remainder and
Remainders, Rents, Issues and Profits of the
said Mesuage or Tenement and Premises, and
of every Part and Parcel thereof; *To have and
to hold* the said Mesuage or Tenement and
Premises unto the said *E. T.* and *G. T.* their, &c.
from the, &c. last past, before the date of these
Presents, for and during, and unto the full end
and Term of one whole year from thence next
ensuing fully to be compleat and ended; *Yield-
ing and paying* therefore the Rent of one Penny
on

on the, &c. if the same shall be then lawfully demanded, To the intent that by vertue of these Presents, and by force of the Statute for transferring of uses into possession, made and provided, the said *E.T.* and *G.T.* may be in the actual possession of the said Mesuage or Tenement and Premises, and may be thereby enabled to take a Grant and Release of the Inheritance thereof to them, their, &c. for ever, To and for the uses, intents and purposes intended to be limited, and declared in certain Indentures *Tripartite*, of Release and Confirmation intended to bear date the day next after the date of these Presents, and to be made between the said *M.H.* of the 1st part, *J.T.* of, &c. Esq; of the 2^d part, and the said *E.T.* and *G.T.* of the 3^d part.

In Witness, &c.

Release, dated May 2. 1693.

THis Indenture *Tripartite*; made, &c. Between *M.H.* of, &c. of the first part, *J.T.* of, &c. Esq; of the second part, and *E.T.* of, &c. Esq; and *G.T.* of, &c. Gent. of the third part, Witnesseth, That for and in consideration of the Sum of 120 *l.* of lawful Mony of *England*, to the said *M.H.* by the said *J.T.* in hand well and truly paid, at or before the enfealing and delivery of these Presents, the Receipt whereof she the said *M.H.* doth hereby acknowledg, and thereof, and of every part thereof, doth acquit, release and discharge the said *J.T.* his, &c. and every of them for ever by these Presents, and for and in consideration of the Sum of 5 *s.* of lawful, &c. to the said *M.H.* in hand likewise paid by the said *E.T.* and *G.T.* the

the Receipt whereof she doth hereby likewise acknowledg (which said Sums of 120 *l.* and 5 *s.* are the Consideration-mony of certain Indenture, *Tripartite*, intended to be inrolled in the High Court of *Chancery*, bearing even date with these Presents, and made, &c. between the same Parties as are to these Presents, purporting to be a Bargain and Sale of the Mesuage or Tenement hereafter-mentioned to be hereby granted and released from the said *M. H.* to the said *E. T.* and *G. T.* and their Heirs, to the Uses hereafter-mentioned) and for divers other good Causes and Considerations, her the said *M. H.* thereunto especially moving, she the said *M. H.* Hath granted, bargained, sold, aliened, released and confirmed, and by these Presents Doth grant, bargain, sell, alien, release and confirm unto the said *E. T.* and *G. T.* and their Heirs and Assigns, All that Mesuage or Tenement, &c. together with all Yards, Backsides, Ways, Passages, Waters, Watercourses, Profits, Commodities, Advantages and Hereditaments whatsoever, to the said Mesuage or Tenement, belonging or in anywise appertaining (All which said Mesuage or Tenement and Premises, are now in the actual Possession of the said *E. T.* and *G. T.* by virtue of a Bargain and Sale to them thereof, made by the said *M. H.* in Consideration of the Sum of 5 *s.* to her in hand paid by the said *E. T.* and *G. T.* for the Term of one whole year, commencing from the, &c. last past, before the date of these Presents, and in and by one Indenture bearing date the day next before the date of these Presents, and made or, &c. between the said *M. H.* of the one part, and the said *E. T.* and *G. T.* of the other part, and by force of the Statute for transferring of uses into possession made and provided) And the Reversion and Reversions,

A Covenant,
That she is
seized in Fee-
simple of the
Premises.

Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Mesuage or Tenement, and every part thereof: And all the Estate, Right, Title, Interest, Trust, Equity, Claim and Demand whatsoever of her the said *M. H.* of, in, to, or out of the said Mesuage or Tenement and Premises, or any of them, or any part or parcel thereof, and all Deeds, Evidences and Writings whatsoever, touching or any ways concerning the Premises, which she now hath in her Custody, or can any ways come by, without Suit in Law; To have and to hold the said Mesuage or Tenement and Premises unto the said *E. T.* and *G. T.* their Heirs and Assigns for ever to and for the several Uses, Intents and Purposes hereafter-mentioned (that is to say) to the use and behoof of the said *M. H.* and her Heirs, and Assigns for and during the Term of her natural Life, and the life of *J. H.* Esq; Brother of the said *M. H.* and the life of the longer Liver of them, and from and after the Decease of the said *M. H.* and of the said *J. H.* to the use and behoof of the said *J. T.* and his Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever; And the said *M. H.* for her self, her, &c. doth covenant, promise and grant to and with the said *J. T.* his Heirs and Assigns, and to and with every of them by these Presents in manner and form following (that is to say) that she the said *M. H.* now at the time of the sealing and delivery of these Presents is and standeth lawfully, rightfully and absolutely seized in her demesne as of Fee-simple of the said Mesuage or Tenement and Premises, without any Trust, Limitation, Power of Revocation, Use or Uses, or any other Matter, Restraint or Thing whatsoever, to alter, change, revoke, make void, or determine the same;

same ; And also that she the said *M. H.* hath at the time of the enfealing and delivery of these Presents in her self, good Right, full Power, and absolute Authority to grant and convey the said Messuage or Tenement and Premises unto the said *E. T.* and *G. T.* and their Heirs, to and for the Uses aforesaid in manner and form aforesaid, according to the purport, true intent and meaning of these Presents : And further, That it shall and may be lawful to and for the said *J. T.* and his Heirs and Assigns from time to time, and at all times after the decease of the said *M. H.* and *J. H.* peaceably and quietly to enter into, have, occupy, possess and enjoy the said Messuage or Tenement and Premises, and to receive and take the Rents, Issues and Profits thereof, and of every part thereof, to his and their own use and benefit, without the lawful Lett, Suit, Trouble, Denial or Interruption, of, or by any Person or Persons whatsoever, lawfully claiming, or to claim, any Estate, Right, Title or Interest either in Law or Equity, of, in, to, or out of the said Messuage or Tenement, and Premises, or any part thereof, from, by, or under or in Trust for her the said *M. H.* or the said *J. H.* or for, by, or under, or in Trust for Sir *J. H.* Kt. deceas'd, late Father of the said *M.* and *J. H.* and that free and clear, and freely and clearly, acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by her the said *M. H.* her, &c. of and from all and all manner of former and other Gifts, Grant, &c. [A Covenant for further Assurance of the Premises to the Uses aforesaid, at the Charges of the said *J. T.* at any time within seven years.] And further, That she the said *M. H.* her, &c. shall and will from time to time, and at all times during the life of her the said *M. H.* and

A Covenant,
That *J. T.*
may peaceably
enjoy the Pre-
mises after the
decease of the
said *M. H.* and
that free from
Incumbran-
ces.

A Covenant
to insure the
Premises from
Fire from
3 years to
3 years, dur-
ing the Lives
of the said
M.H. and J.H.

and the said J. H. and the life of the longer liver of them, well and sufficiently repair, uphold, sustain, maintain, empty, cleanse, amend, and keep the said Messuage or Tenement and Premises in, by, and with all and all manner of needful and necessary Reparations, Emptyings, Cleansings and Amends whatsoever, when, and as often as need shall be and require, And the same so well and sufficiently repaired, upheld, sustained, maintained, emptied, cleansed and amended shall and will peaceably and quietly yield, and deliver up unto the said J. T. his, &c. immediately after the decease of the said M. H. and J. H. And Moreover, That she the said M.H. her, &c. shall and will from 3 years to 3 years, and from time to time during the Lives of the said M. H. and J. H. and during the life of the longer liver of them, at the proper Costs and Charges of her the said M. H. her, &c. procure the said Messuage, or Tenement and Premises to be ensured from Fire, according to the usual Method of Insurance in and about the Cities of London and Westminster; And the said J. T. for himself, his, &c. doth covenant and grant to and with the said M. H. her, &c. and to and with every of them by these Presents, That if at any time hereafter, during the Lives of the said M. H. and J. H. or the Life of the longer liver of them the said Messuage or Tenement, shall upon the view of two sufficient Bricklayers, and two Carpenters (whereof two to be nominated by the said J. T. his Heirs or Assigns, and the other two by the said M. H. her, &c.) appear to be in such a Condition, That it will not conveniently stand without danger, but ought to be rebuilt, That then he the said J. T. his Heirs and Assigns shall and will upon the reasonable Request of the said M. H. her, &c. join

joyn with the said *M.H.* her, &c. or any of them in granting any Term of years in the said Messuage or Tenement and Premises not exceeding 60 years, to any Person or Persons, who shall rebuild the same, or cause the same to be rebuilt so as upon such Lease there be reserved and made payable half yearly, during the continuance thereof, the best and most Ground-rent that can or may reasonably be had for the same, without Fine to be made payable to the said *M.H.* her, &c. during so many years of the said Term so to be granted, as she the said *M.H.* and the said *J. H.* and the Survivor of them shall happen to live, and after their decease, during the Remainder of the said Term unto the said *J.T.* his Heirs and Assigns; so as such Lessee or Lessees Covenant to rebuild the Premises so to be leased, according to the Rules and Directions mentioned in an Act of Parliament made in the 19th year of the late King *Charles* the Second, Intituled, *An Act for rebuilding the City of London*, for second-sort Houses, fronting all Streets, Lanes of Note, and River of *Thames*, and so as such Lease be not made dispunishable of Waste, and so as there be contained in such Lease, a Condition to determine the same upon Non-payment of the Rent to be thereon reserved, within 21 days after the same shall become payable, and so as such Lease contains in it such Covenants as are usual in such Cases, and so as the Lessee and Lessees of such Lease, execute a Counterpart thereof; And the said *M.H.* for herself, her Executors, &c. doth covenant and grant, to and with the said *J.T.* his, &c. That in case the said *J.T.* his Heirs or Assigns, shall be willing or desirous to take upon him or themselves, the building of the said Messuage
or

A Covenant from *M. H.* That in case *J. T.* has amind to rebuild the said House (provided it stand in need thereof) she will grant him any Lease of the Premises determinable upon her own and *J. H.*'s Life, reserving upon such Lease, as much Ground-rent as can be reasonably got for the same.

or Tenement, and the same upon such View as aforesaid shall be found to stand in need thereof; That then she the said *M. H.* her, &c. shall and will at the Request, Costs and Charges in the Law of the said *J. T.* his Heirs and Assigns, demise unto the said *J. T.* his, &c. the said Messuage or Tenement and Premises for such Term of years as he the said *J. T.* his, &c. shall require determinable upon the death of the said *M. H.* and *J. H.* so as upon the same demise there be reserved and made payable, during the continuance of the Term and Estate thereby to be demised, and such and so much Ground-rent as any other Person or Persons shall then really and *bona fide* offer, and be ready to give for the same, and so as the same Demise contains in it such Covenants, Provisoes and Conditions as are usual in such Cases, and so as the said *J. T.* his, &c. execute a Counterpart thereof; And Whereas *W. B.* of, &c. by his Writing under his hand and seal bearing date the, &c. did agree, That the said *M. H.* should hold two Houses of Office in Feather's Alley in *Chancery Lane* of the said *W. B.* (and with the said *W. B.* then held of the Master of the Rolls by Lease, at and under the yearly Rent of 20 *s.* payable at *Lady Day*) to commence from *Lady Day* then next ensuing, and continue as the said *W. B.*'s Lease should be in force from the Master of the Rolls, as by the said Writing may more at large appear: Now this Indenture further Witnesseth, That the said *M. H.* for the Considerations aforesaid, Hath bargained, sold, demised, assigned and let over, unto the said *J. T.* his, &c. the said two Houses of Office, and all her Right, Title and Interest, into and out of the same, To have and to hold the said two Houses of Office immedi-

ately

ately from and after the Decease of the said *M. H.* and *J. H.* and the Survivor of them unto the said *J. T.* his, &c. for and during the Residue and Remainder of the Term, and Estate in and by the said recited Writing demised, which shall be then to come and unexpired, at and under the yearly Rent and Covenants in and by the said Writing reserved and contained.

In Witness, &c.

*Bargain and Sale to be enrolled, dated
May 3. 1693.*

This Indenture Tripartite, made, &c. Between *M. H.* of, &c. of the first part, *J. T.* of, &c. of the second part, and *E. T.* of, &c. of the third part; Witnesseth, That for and in Consideration of the Sum of 120 *l.* per Annum of lawful, &c. to the said *M. H.* in hand paid by the said *J. T.* a tor before the enfealing and delivery of these Presents, and of the Sum of 5 *s.* of like lawful Mony to her in hand paid by the said *E. T.* and *G. T.* the Receipt of which said several Sums of 120 *l.* and 5 *s.* she the said *M. H.* doth hereby acknowledg, and thereof and of every part thereof doth acquit, release and discharge, the said *J. T.* *E. T.* and *G. T.* their, &c. and every of them by these Presents, and for divers other good Causes and Considerations, her the said *M. H.* thereunto especially moving, she the said *M. H.* Hath bargained and sold, and by these Presents doth bargain and sell unto the said *E. T.* *G. T.* and their Heirs and Assigns; All that Messuage or Tenement, &c. together with
H h all

Bargain and Sale.

all Yards, Backsides, Ways, Passages, Waters, Water-courses, Profits, Commodities, Advantages and Hereditaments whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, And the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the said Premises, and of every Part and Parcel thereof, with the Appurtenances, And all the Estate, Right, Title, Interest, Trust, Equity, Claim and Demand whatsoever of her the said *M. H.* of, into and out of the said Messuage or Tenement and Premises, and every Part and Parcel thereof, together with all Deeds, Evidences and Writings, touching or concerning the said Premises, or any Part thereof, which are now in the Custody of the said *M. H.* or which she can any ways come by without Suit in Law, ~~To~~ have and to hold the said Messuage, or Tenement and Premises unto the said *E. T.* and *G. T.* their Heirs and Assigns for ever, to and for the several Uses, Intents and Purposes hereafter-mentioned (that is to say) To the use and behoof of the said *M. H.* and her Assigns for during the Term of her natural Life, and the Life of *J. H.* Brother of the said *M. H.* and the Life of the longer Liver of them, and from and after the decease of the said *M. H.* and of the said *J. H.* to the use and behoof the said *J. T.* and his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever.

In Witness, &c.

Opinions

Opinions of several of the most
Eminent Lawyers, touching Set-
tlements, Wills, Dowers, &c.

*Sir Fran. Pemberton's Opinion touching an
Executor's waiving a Term for years
granted to his Testator.*

I. B. being seized in fee of a Messuage, Malt-
house, Brewhouse, and six Acres of Land in
Birchington in Kent by Indenture dated in Nov-
ember, 1680. did demise the same unto one T. S. for 14 years from Michaelmas then next ensuing
at the Rent of 20 l. per Annum. Afterwards
the said T. S. in consideration of a Marriage
to be had betwixt the said T. and one M.
Daughter of B. C. Widow, and of 200 l.
which he was to receive for her Marriage
Portion in Michaelmas Term, Anno 33 Car. 2.
did acknowledg a Judgment to the said B.
in 800 l. which by Indenture was defeazanced,
That if the said M. should survive the said T.
That then the Executors, Administrators or
Assigns of the said T. should within a Month
after the decease of the said T. pay unto the
said M. or her Assigns if she should be then liv-
ing, 400 l. The Marriage betwixt the said T.
and M. was had, and the said T. about Michael-
mas 1683. died Intestate, leaving a personal
Estate of the value of 300 l. and not above;
after whose Death the said M. his Wife took Ad-

Allen. 42.
1 Mod. 185.
Cro. Jac. 549.
Yelv. 103.

ministration of his Goods, and entred upon the said Messuage and Lands, and after let the same to one R. R. until Mich. 1685.

Quest. If the said M notwithstanding her said Entry on the said Messuage, &c. may on Mich. next on notice given to Mr. B. relinquish the possession of the said Messuage, &c. and thereby discharge her self of the Payment of the Rent due for the same, she having no Assets in her hands after the said 400 l. due on the said Judgment, is satisfied; And the said Messuage, &c. not being worth above 10 l. per Annum, to be let, or whether by her Entry she be bound to hold the said Messuage, &c. during the said 14 years, and to make good the rest thereof out of her own Estate.

I think if she have paid all the Assets away towards the satisfaction of the Judgment acknowledged to B. she may relinquish the possession of the House at any Rent-day, paying the Arrears, till that time, this will discharge her of the Rent for the future.

But it is the fairest way for her to give the Landlord convenient notice for some reasonable time before she reliquisheth the possession, or her intention so to do.

Fran. Pemberton.

Case

Case concerning an Action of Dower.

J. Late Earl of S. being seized in Tail, with Remainder to his Brothers successively in Tail (which Remainders are preserved from being barred by Act of Parliament) of divers Mannors, &c. in several Counties in England, marries F. the present Countess Dowager, and by her has Issue J. the present Earl of S. (who is an Infant of about 3 years of Age) and died so seized. The Countess has brought several Writs of *Dower* against the present Earl, upon which several Summons's have been duly executed, and nothing can be said on behalf of the Infant to barr these Actions.

Supposing Judgments shall be obtained in these Actions, Will such Judgment conclude the Brothers of the late Earl, who are in the Remainder of the Estate, in Case the present Earl should die without Issue?

I am of Opinion, That a Judgment against this present Earl will bind all the Remainder-men, if this Earl should die without Issue.

Quest. Whether it be most prudent with respect to the Infant, and for the better establishing the Judgments to be obtained by the Countess Dowager in these Actions, That the Infant appear and plead any, and what Pleas; or that Judgments pass by Default, and a *Grand Cape* issue thereon?

I think it may be reasonable before the Retorn of the Grand Cape to acquaint Mr. C. who is next in Remainder with the Matter, and know whether he will defend it for the Earl or not; This will shew a fairness in the Prosecution, and I know not, nor can imagine that it can be anywise prejudicial to the Countess; For I think there is nothing can be pleaded in bar of her Dower. And if there be a Default upon the Retorn of the Grand Cape, I think Judgment may fairly be entred for that default, and it will be good, so Summons and Proclamations be duly made.

June 11.
1695.

Fran. Pemberton.

Serj.

*Serj. Wright's Opinion, touching barring
an Estate-Tail, where there are Trustees
to support Contingent Remainders.*

W. E. Gent. by his Last Will in writing, chargeth his personal Estate, and the Rents, Issues and Profits of his Lands, till his Son *J. T.* attain the Age of 24 years, with the Payment of 40 *l.* to his Daughter *Ann*, to his Daughter *Catherine* 180 *l.* to his Daughter *Jane* 140 *l.* and to his Daughter *Sarah* 200 *l.* After all which be paid, or his Son *J. T.* attain to the Age of 24 years, He gives and bequeaths all his Lands, Tenements and Hereditaments (chargeable with and liable to the Payment of 4 *l.* per Annum, to his Daughter *A.*) unto his said Son *J. T.* for and during the Term of 99 years if he shall so long live.

And from and after the expiration or other Determination of the said Term of 99 years to his Cousins *G.* and *S. E.* and their Heirs, for and during the natural Life of the said *J.* in trust, to permit and suffer the said *J.* to take the Rents, Issues and Profits thereof during his Life, and to support the Contingent Remainders herein-aftermentioned, and to prevent their being destroyed.

And from and after the Expiration or other determination of the said Term of 99 years, and Death of the said *J.* then he gives the said Lands, &c.

To the first Son of the Body of the said *J.*
lawfully, &c. Remainder to the 2^d, 3^d, 4th,
H h 4 &c.

¶ and the Heirs of the Body of every such the elder, and the Heirs of his Body, *¶*

And afterwards, and for default of such Issue to the Heirs Female of the Body of the said *J.*

And for default of such Issue, then to his Daughters, *A. C. J.* and *S.* their Heirs and Affins for ever.

With a Proviso for *J.* (if he happen to marry) to make any Woman, he shall marry a Jointure or Estate for the term of such Wife or Wives Life, successively with such and the very like Limitations of Remainders, even to the Issue of the Body of the said *J.*

J. was never married.

Quest. If by suffering a Common Recovery, he can barr the Remainders, if *G.* and *S. E.* will join with him?

I am of Opinion, That no Common Recovery, or other Act done by J. T. E. with or without the Concurrence of the Trustees G. and S. will barr the Remainders limited to the 4 Daughters of W. E. J. is only Tenant for 99 years, if he live so long; Remainder to G. and S. E. and their Heirs, during the Life of J. Remainder to several Contingences (which have not yet happened) Remainder to the four Daughters in Fee. A Common Recovery suffered by J. or by him, and G. and S. E. will be a Forfeiture of their particular Estates, and give the 4 Daughters of the Testator an immediate Title to enter; But as to the Contingent Remainders to the 1st, 2d, 3d, and other Sons of J. and the Heirs of their Bodies, and the Remainder to the Heirs Female of J. (who are to take as Purchasers

Purchasors in this Case, and not by descent) a Surrender or any other Act by which the particular Estates are destroyed will destroy those Remainders before they come in esse: But the Remainder to the 4 Daughters and their Heirs cannot be any ways barred or destroyed by Recovery or otherwise by the said J. and the Trustees, or any of them.

April 22.
1698.

Nath. Wright.

Mr. Poley's Opinion concerning the Act of Distribution.

A Man dies intestate, leaving neither Wife nor Children, Brother nor Sister, or other nearer Relation than a Neice, and the Children of a deceased Nephew.

Quest. Whether in this Case the Neice will be entituled to the Surplus of the whole Personal Estate, or that the Children of the deceased Nephew ought by right of Representation to have a Moiety of it.

I conceive the Children of the deceased Nephew are not entituled to any Share by the late Statute of distributing Intestate Estates.

May 19.
1699.

Hen. Poley.

Maw and Harding heard at Ely-House, on Monday the 20th of July, 1691. a Case in point.

*A Case concerning Bankrupts, Resolved by
Mr. Northey.*

A and B. were Copartners and Joint-Traders in a Joint-Stock in *London* by Covenants, which Copartnership ended about 7 years past; after the end of which Copartnership A. and B. continued Copartners and Joint-traders for three years by mutual Agreement, without any thing in writing, which Joint-Trade ceas'd at *Christmas*, 1690.

Since the Joint-Trade ceas'd (A. and B. having given a Note for 200 *l.* under their hands only while in Trade together) about two years since A. prevailed with B. to take up the Note and become bound with him for the 200 *l.* although A. by Agreement at parting was to pay all Debts owing between them.

Also about two years since A. and B. became bound to a Person that they had dealings with, and bought Goods of when they were Traders, and to whom there was Money owing at their parting. But before they gave Bond the Creditor gave them a General Release.

Since the Joint-Trade ceased A. being indebted to several Persons for Goods he bought, since on his own account, and not taking care to satisfy his Debts, he was at several times arrested for them, and to enlarge himself, prevailed with B. to be bound with him in Bonds for the same, and so turned Book-debts into Bonds, with Security for 1700 *l.*

A. is become a Bankrupt, and owes almost 4000 *l.* and his whole Estate will not amount to 1600 *l.* and B. stands bound for 1700 *l.* upon

on Bond, besides 400 l. *A.* owes to *B.* of his Share of the Stock due to him when they parted.

A. before he broke, gives a Bond to *B.* to save him harmless against several Bonds, he had entred into with him, and confesses a Judgment for 300 l. without a Defeazance to *B.* that so *B.* might seize what Goods were in *A.*'s House and Shop to satisfy his Debt of 400 l. and so far as it would rise to satisfy what he was obliged with him; by virtue whereof *B.* seized Goods to the value of 445 l. which remains in the Sheriffs hands, for that the Commissioners have assigned the same to the use of the Bankrupt's Creditors although the Goods were seised and appraised before the Commission was sued out. *A.* joins with the Commissioners, and endeavours to make himself a Bankrupt before the Judgment confessed or the Execution executed, and would defraud *B.* in what he can.

Quest. 1. Whether *B.* can be made a Bankrupt, there being nothing owing upon the Joint-Trade, but 27 l. and that *B.* was never bound with the Bankrupt, but since they had parted some time, and the Creditor of the 27 l. will not join with the other Creditors for a Commission?

I conceive B. cannot be made a Bankrupt for the single Debt of 27 l. remaining unpaid of his Debts in Trade; however I think it advisable to get that discharged if it may be.

Quest. 2. Whether the 200 l. Note being turned into a Bond will oblige *B.* so far as to bring him within the Statute; for it is presumed if the Note had remained, *B.* had been liable.

I conceive the Bond discharges the old Debt, and is a new Debt contracted distinct from the Trade.

Quest. 3. Whether the Creditor giving a Release to *A.* and *B.* and taking a Bond from them doth not clear *B.* of coming within the Statute, although there were Goods owing for at the time of the parting of *A.* and *B.*

This is answered in the Answer to the last Quer.

Quest. 4. Whether *B.* can be brought within the Statute if there was Money due to any Creditors of *A.* and *B.* when Copartners, and since their parting the Creditors have discharged their Books and taken Bonds from *A.* and *B.* for the same, and now not being satisfied?

This is answered before.

Quest. 5. Whether the Bankrupts declaring or swearing he committed Acts of Bankruptcy: As, that he absconded himself and lay from home, and ordered himself to be denied, and that he kept out of the way from home until the Execution was to be served, and came to be ready when the Officer entred the House, or the like, will prejudice the Execution?

I conceive the Bankrupt may be a Witness, and if he will swear as is suggested, and be believed, it will over-reach B's Execution.

Quest.

Quest. 6. Whether the Execution was not well executed, and what way to get the Mony levied from the Sheriff?

The Court of King's Bench, in which the Judgment is, will compel the Sheriff to pay the Mony levied to the Plaintiff.

Quest. 7. Whether can the Commissioners refuse B. with his Counterbonds to come into the Commission awarded against A. he paying Contribution, because B. hath not paid any of the Mony for which he is obliged?

B. may come in for a Creditor, but if he come in for the whole, he denies his Execution, and if he come in only for the Overplus, and the Execution do happen to be over-turned, it may be after too late if a Dividend be made in the mean time; however, I think it advisable for B. to claim but the Overplus of his Debt till he see what the Bankrupt will do.

Feb. 22.
1694.

Edw. Northey.

The

*The Case of the Joiners of Nottingham,
and Serj. Levinz's, and Mr. Agar's
Opinions thereon.*

IN the Town of Nottingham there is an antient Custom, That no Person or Persons, but such as are or shall be free of the said Town, or shall have served seven years, with a Freeman of the same, shall use or exercise any Trade within the same Town.

The Joiners have time out of mind used the Joiners Trade within the said Town, without Interruption of any Foreigner, and there are several Freemen of that Trade within the said Town.

Divers Foreigners have of late crept into the said Town, and do use the Joiners Trade there, not being Freemen, whereby the Joiners Trade is much damnified.

Quest. 1. If a special Action upon the Case, grounded upon the Custom, be proper to be brought against one of the Offenders by one of the Freemen?

11 Co. 53.
Hob. 211, 212.
2 H. 5. 5.

No Action will lie for any particular Person, unless he has received particular Damage by others using the Trade within the Town.

Levinz.

I think not; for if one, then every one may bring an Action.

Agar.

Quest. 2.

Quest. 2. Whether it be most proper to bring the Action in one of the Courts at *Westminster*, or in the Court of Record held for the Town of *Nottingham* before the Mayor? &c.

I do not advise such an Action to be brought; but if it were to be brought it were more proper to be brought in one of the Courts at Westminster, than before the Mayor of the Town.

Levinz.

If the Action would lie for any one Person, the Town Court were proper for it.

Agar.

Quest. 3. That Trade not being incorporated into a Company, Whether upon the Mayor and Bailiffs making a Stranger that is of that Trade a Burgess of the Town, such Stranger after he is made a Burgess, may not exercise that Trade within the said Town, being duly qualified according to the Statute of the 5th of *Eliz.* to exercise elsewhere.

If the Corporation make a Stranger free of the Town, he may surely use any Trade there; for the Custom is, That none but Freemen shall use the Trade there.

Levinz.

I conceive he may.

Agar.

Quest. 4.

Quest. 4. Whether the Coporation may not make a By-Law under a Penalty to exclude such as are not Freemen, nor shall have served as Apprentices within the Corporation?

This is the most proper Course: To make a By-Law, That none but Freemen may use Trade there under a Penalty, to be received by the Mayor or Chamberlain, or some other Officer of the Corporation.

univo I

Levinz.

Although by Prescription or Charter they may have Power to make By-Laws for the good Order and Government of the Trades and Mysteries within the Corporation, yet such a By-Law as this seems to restrain Men from their lawful Trades and Occupation; and if so, then it will not be good.

Agar.

Quest. 5. Whether an Action of Debt may not be brought by any of the Trade upon the breach of such By-Law, and where is it most proper to bring the same?

If any use the Trade contrary to the By-Law, to bring an Action in the name of the Major, or other Officer to whom the Penalty is limited, in some Court at Westminster, not at Nottingham, but no particular Person can bring this Action; but it must be in the name of the Mayor or other Officer to whom the Penalty is limited to be paid.

Levinz.

I think not. But it were better by such By-Law (if such a one can be made good) to give the Penalty to the Coporation, and then they are to be Plaintiffs, and may sue (most properly I think) in the Common Pleas or King's Bench at Westminster.

Upon the whole matter, if the Offender against the Custom be punishable, a special Indictment (setting forth the Custom) seems to me the most proper way, and the Defendants (likely) will remove it into the King's Bench to have it quashed, which the Court will do if the Custom be against Law, or the Indictment bad, and so the Coporation may best know what to do hereafter.

L. Agar:

Upon a Conveyance.

KING Charles the First by his Letters Patents grants several Wastes and Commons, with the Woods, Underwoods, Mines, Quarries, &c. in and upon the same to A. and his Heirs for ever, reserving 10 l. Rent to the Crown.

A. by Indenture of Bargain and Sale enrolled conveys the Premises to B. and his Heirs.

14 Car. 2. B. by his Indenture of Bargain and Sale enrolled, conveys the same to C. and his Heirs.

The Heir of C. has contracted to convey to E. and his Heirs, the said Letters Patents, and things therein granted in consideration of a Sum in hand, and of 100 l. to be paid at the end of two years, if the said E. chooses to pay the same rather than quit the Premises.

It is believed the Rent was never answered to the King, nor any Attempt made to improve or make advantage of the Premises.

Quest. If the Premises should be conveyed to E. by Bargain and Sale enrolled, on Condition the same to be void, if the 100 l. be not paid to the Grantor, at the time E. can be any way charged (in his own Estate or Person) with the Arrears of Rent to the King, or only the Premises, be liable thereto, and likewise as to the accruing Rent?

And whether by Bargain and Sale enrolled, or Lease and Release upon the Condition aforesaid, or other way be best to take a Conveyance of the Premises, so as he may most safely quit or hold

hold it according as he shall find, he can procure the Arrears to be discharged by Privy Seal, or make advantage of the Premises?

I am of Opinion, That if E. take such a Conveyance of the Grounds above-mentioned, on Condition to be void, if the 100 l. should not be paid at such a time, E. cannot be charged of his own Estate with any Arrears of the Fee-farm Rent incurred before the Conveyance made to him, but with the Rent incurred, during such time as the Estate is in him (though Conditional) I conceive he may be charged in his own Estate, which will be all liable to answer such Rent to the King, as well as the Lands so conveyed to him.

I think E. had best take the Purchase by Lease and Release: For peradventure by a Bargain and Sale enrolled he may lay himself too open to the demand of the King for his Fee-farm Rent, if E. should not think fit to pay the 100 l.

J. D.

*Mr. C's Case upon a Lease.**The Case.*

Anno 1673

SIR J. O. being seized in Fee of a Barn and Lands, situate and being at *Broxbern* in *Com' Hertf.*

Feb. 21. 1674.

Demises the same *per Lease* to J. H. from *Michaelmas* before the date for 21 years under the yearly Rent of 26 l. *per Annum*, with Covenants to repair, and not to plough some Lands, under Forfeiture of 10 s. *per Acre*, and to lay 30 Loads of Dung yearly upon the Premises.

Dec. 1. 1681.

R. C. purchases the Fee and Inheritance of the said Premises of the said Sir J. O. (H. being then dead, and the Premises being then held by his Relict and Executrix) who sometime after C's said Purchase, finding her self not in a Condition to hold the said Premises, and providing another good Tenant for the same; makes her Application to C. to accept of such Person for his Tenant, and delivers up her Lease to the Person she brought to C. to the intent to let it accordingly.

May 20. 1682.

C. by Indorsment sealed on the said Lease made by Sir J. O. to the said H. Demises the said Land and Premises to R. W. (being the same Person brought and desired by the Relict and Executrix of the said J. H.) To hold during the Remainder of the Term within demised, to the said J. H. paying the said Rent, and performing the Covenants therein contained: W. covenants for himself and his Executors to pay the said Rent, and perform all the said Covenants of the said H's Lease.

R. W.

R.W. dies and leaves his Brother *M.W.* his Executor, who enters into the said Lands and Premises, and pays the said Rent to *C.* but suffers the said Barn to decay, and ploughs up part of the Lands contrary to *H.*'s Covenants, *ut antea.*

Quest. 1. Whether the said Indorsment on the Back of the said *H.*'s Lease to *W.* *ut antea*, is good to hold the said *M.W.* his Executor to perform the said Covenants, and liable to the breach thereof?

The Widow of H. being in possession of the Term as Executrix or Administratrix to her Husband, and granting the Term to W. when he by Indorsment on the Lease accepted a new Lease for the Remainder of the years, that was a Surrender of the said Term, and taking a new one for the Remainder of the years; and the Indorsment will bind him to perform all the Covenants that she or her Husband should have done.

Quest. 2. Whether the said *M.* the Executor shall be sued as Executor or Assignee, the breach of Covenants being done in the Executor's time, and none in the Testators?

The Executor of W. shall be charged as Assignee for the Breaches in his own time, and answer of his own Goods, he enjoying the Term.

Quest. 3. If the Action must not be brought in the *Debet* and *Detinet* against *M.* the Executor or Assignee of the said *R. W.* upon the breach of Covenants in ploughing, he forfeiting so much an Acre for so doing; and not by breach of Covenants.

The Action of Debt for the Forfeitures in ploughing done in the Executor's time shall be brought in the Debet and Detinet, and charge him of his own Goods, and not as Executor, himself enjoying the Term, and committing the Forfeitures.

Feb. 11.
1689.

Cres. Levinz.

Mr.

*Mr. Dobyn's Opinion on a Case concerning
a Distress for Rent.*

A. Took a Lease of an Estate of B. for 21 years at 60 l. per Annum Rent, payable at Lady Day and Michaelmas. B. during this Term dies, and the Reversion descends upon C. the Term expires, and A. holds the Land of C. by parol for many years after the expiration of the 21 years, and pays the Rent.

About the middle of September 1688. C. the Landlord takes a Bond of A. for 200 l. as a Security for what Rent was then due; A. still continues his Bargain, and pays 40 l. afterwards to the use of C. C. after Harvest last, and before Michaelmas 1689. dies, and the Estate descends upon D. who is also Co-executor with another to C. D. after this Descent, promises to A. That he should go on with his Bargain, and pursuant to that promise A. sows a Crop of Wheat.

Since Mich. 1689. D. makes a Distress for Rent and he does it in this manner, viz. he comes to the House and locks up the Barn-doors, which were full of Corn in the Straw, and there leaves it; but afterwards delivers one of the Barn keys to A. and so A. hath Possession of that Barn again: there are likewise Ricks of Corn without the Barn.

A. owes E. 60 l. by Judgment.

Quest. 1. Whether A. since the Determination of the 21 years Lease, was not Tenant at will, which determined on the death of C. and consequently, whether D. might distrain for Rent after the Term determined?

A. was but Tenant at will to C. and his Estate determined after the Crop was in, and he became a new Tenant at will to D. from the time in the promise mentioned.

Quest. 2. Whether by the descent of the Estate on D. and D. promising A. to go on with his Bargain, the Term was not revived to continue at will, and whether (if this Promise were made before Mich. 1689.) he might distrain for that half years Rent, or (if the promise were after that Mich.) he might distrain for Rent due at Mich. which was before the Term revived ?

But D. cannot distrain the Tenant for any Arrears due upon the old Bargain ; nor is the Term revived for any such purpose ; and it is a plain Rule in Law, That no Distress can be for Rent after the Term ended.

Quest. 3. Whether any Landlord may distrain for Rent Corn in a Barn and Rick, and lock it up without carrying it away ; or if the Landlord may so distrain, whether by the delivery of the Key, the possession of the Corn is not revested in A. and so execution on the Judgment for 60 l. may be levied thereon ?

If D. might have distrained, yet he ought to have carried the Goods distrained off from the Premises, for want of which this is not a sufficient Distress ; and besides, the delivery of the Key is a Waiver of the Distress.

Quest. 4.

Quest. 4. Whether D. can at farthest distrain for more than the Rent due at Mich. 1689?

D. can have no pretence to distrain for more Rent than the half years Rent due at Michaelmas, nor could he distrain for that after Michaelmas, I conceive notwithstanding this pretence of Distress the Corn may be taken in Execution.

Quest. 5. Whether the Tenant shall not have liberty to take off his Crop of Wheat, notwithstanding the Possession be recovered from him in Ejectment on the Determination of the Will, or for Non-payment of Rent?

If by this Query is meant the Crop now in the Ground, I conceive the Promise gave him power to sow it, and his Landlord cannot determine his Will until the Crop be carried off; and I do not observe any power of Re-entry was reserved for Non-Payment of Rent, so that the Landlord can maintain no Ejectment, until after the Crop is in: But the words of the Promise and Agreement ought to have been put in the Case, lest there be some Mistake.

Dec. 12.
1689.

W. Dobyns.

A Case concerning a Formedon.

I. *D. & al.* bring a *Formedon* for divers Lands in *Com' Oxon.* against *R. R.* who appears and pleads in Abatement several Mistakes in the said Writ of *Formedon*, which Mistakes the Court (tho often moved) will not give leave to amend.

Afterwards *R. R.* makes a Feoffment in Fee of the Lands in question to above 100 Persons, jointly living in all or most Counties in *England*, some in *Wales*, and some in *Ireland*, and gives Livery to only one of the said Persons for himself and the rest of the Co-feoffees (being also Jointenants) of whom one to our knowledge, and probably several are since dead.

Quest. Whether the Court must be moved to discontinue the said *Formed.* and must Costs be paid thereon before a new *Formedon* can be brought to bear Test for the same Lands against the said *R. R.* and all his said Co-feoffees (or Vouchers) if we can learn their names?

It is advisable to move the Court to discontinue this Action, and Costs must be paid; but the new Formedon may be brought presently upon the discontinuance, tho the Costs are not paid.

Quest. Whether upon such a new *Formedon* the said *R. R.* and all his Co-feoffees (or Vouchers) must appear and plead jointly, or whether one of them may appear and vouch a 2^d; the 2^d, a 3^d; the 3^d, a 4th; and so the whole 100, in the same manner as if they had not been demanded
against

against in the said *Formedon*: or whether such of them appear or escape not, and plead jointly or severally are not as much out of the case as if no such Deed of Feoffment, or Vouchers made?

It will be fruitless to bring the new Formedon against all the Co-feoffees, for every of them will Essoin; and if they be 100 of them, then it will be 50 years before all will have essoined; and if any of them die in the mean time his Death abates that Action, and you must begin de novo.

Quest. A new Formedon being brought against the said R. R. and all his said Co-feoffees or Vouchers (if possible by name and addition exactly, as in the said Feoffment) in case any of the said Co-feoffees (against which such Formedon is brought) be or shall be dead in time before such new Formedon shall bear Test, or be returnable (of which 'tis very hard to know the certainty, by reason of the remoteness of their abroad, what will be the Consequence, shall such new Formedon abate pro toto; or shall the same be good against all the Survivors?

I advise the new Formedon to be brought against R. R. the Feoffor only, who I suppose notwithstanding the Feoffment continues in possession, and takes the Profits; for I think by the Statute, 13 Eliz. Cap. 5. the Feoffment will be void as to the Demandant's Action.

R. Grainge.

The

*The Recorder of Stafford's Case, and
Mr. Northey's Opinion thereupon.*

Stafford is a Burrough by Prescription.
King John by his Charter (which is the first Charter that is extant) granted to the Burgeses of Stafford, that the Vill of Stafford should be a Free Burrough for ever, and several Privileges, are thereby granted to the Burgeses of Stafford.

Since which 18 several Charters, with some Addition of Confirmation, have been granted to them.

The last Charter by which they act now, was granted to them by King James the First, by which Charter (there being before 2 Bailiffs, which was found inconvenient) they are incorporated by the name of Mayor and Burgeses of the Burrough of Stafford in the County Stafford; and it is further ordained and granted, That there may be and shall be 10 chief Burgeses within the said Burrough, who together with the said Mayor, shall be the Common Council, &c. so that the Company Consists of 21.

The Clauses of the said Charter, relating to the Recorder.

EI ulterius volumus ac per presentes pro nobis heredibus & successoribus nostris concedimus prefat. Majori & Burgensib. Burgo præd. & successorib. suis quod ipsi & successor. sui habeant in præd. Burgo de Stafford imperpetuum unum probum & discret. virum in Legib. Angl. erudit. in forma inferius express. eligend. & nominand. qui erit & vocabitur
Recorder

Recordator Burgi præd. & assignavimus nominavimus
constituimus & fecim. ac per præsentem pro nobis
heredibus & successoribus nostris assignam. nominam.
constit. & facim. Dilectum nobis Robertum Aston Ar-
miger fore & esse primum & moderum Recordator
Burgi de Stafford præd. continuand. in offic. ill. duran.
bene placito Major. & Communi Consilii Burgi præd.
pro tempore existen vel majoris partis eorundem. Et
quod idem Robertus Aston antequam ad executionem
officii præd. processerit sacram. coporale ad offic. ill. recte
bene & fideliter in omnibus & per omnia offic. ill. tan-
gen. exequend. super Dei Evangel. coram Majore Burgi.
præd. pro tempore existen. præstabit. quodque per mort.
sive amotionem præd. Roberti Aston quem quidem
Robertum Aston ad Officium Recordatoris Burgi præd.
ad beneplacitum Majoris Adermanor. & Capital.
Burgensium Burgi præd. vel majoris partis eorundem
pro tempore existen amobil esse volum Major Alder-
man & reliqu. com consil. Burgi illius pro tempore
existen vel major pars Cor infra Burgum præd. ad
hoc congregat. & assemblat. in tempore convenien
post hujusmodi Recordator mortem vel Amotionem
unum al. probum & discret. virum in Legib. Angl.
erudit. de tempore in tempus toties quoties eis ut præ-
fertur necessar fore videbitur in Record. Burgi
præd. eligere nominare & præficere valeant & possint
in Loco prædicti Recordator sic mort. vel ab offic
ill. amot vel decedend. in officio ill. continuand. du-
ran. bene placito dictor. Majoris Aderman. & ceter. de
Commun. Consilio Burgi præd. vel majori partis co-
rundem Sacrament. Corporal. ad offic. ill. Recordator
præd. Burgi de Staff. bene & fideliter exequend.
coram Majore ejusdem Burgi pro tempore existen
prius petir. & sic toties quoties Casus sic accideri.

All the Common Council-men were duly summoned, and 11 being the majority that met, and the greater part of them, made the following Order to remove Mr. F. and place Mr. V. in the Office.

Aug. 1700. It's ordered and agreed by the Mayor and the major part of the Common Council here assembled, pursuant to the Power in the *Charter* given unto the Mayor, Aldermen and Capital Burgeses of this Burrough, That *E. F. Esq;* Recorder of this Burrough be amoved and displaced from his Place and Office of Recorder of this Corporation, and do hereby amove him accordingly, and discharge him from any farther Attendance in that office or place in this Corporation, and that he have publick notice thereof; and if any Suit or Trouble do arise against the Mayor, Aldermen and Capital Burgeses for doing of the same, That then the Charges of the Law in such Suit or Suits be born and discharged and all indemnified at the publick Charge of the Corporation.

Ed. Byrd, Town Clerk.

It's the same day ordered and agreed by the Mayor and the major part of the Common Council of this Burrough, That *H. V. jun. Esq;* Barrister at Law be Recorder of this Burrough, and we do hereby elect, choose, nominate and appoint the said *H. V. Esq;* to be Recorder in the place and stead of *E. F. Esq;* who is this day amoved therefrom, and that Mr. Mayor do swear him a Burgess, Justice

stice of Peace and Recorder accordingly to officiate in the same place during the pleasure of the Mayor and Company.

Ed. Byrd, Town-Clerk.

The following *Mandamus* was delivered to the Major of Stafford, Nov. 25. 1702.

GUilielmus Tertius Dei Gratia Angl. Scot. Franc. & Hibernia Rex Fidei Defensor &c. Majori Alderman' & Capital' Burgensib' Burgi nostri de Staff. salutem Cum Edwardus Foden Ar' in locum & officium Record. Burgi præd. secundum Consuetudinem ejusdem Burgi hæcenus usitat. & approbat. debite elect. & prefect. fuit in quo quid' loco & officio Recordator' Burgi præd. idem Edwardus Foden continue se benegessit & gubernavit vos tam' Major Alderman' & Burgenses Burgi præd. præmissor' non ignar' præd. Ed. Foden sine aliqua causa rationabili a præd. loco & officio Recordator' Burgi præd. minus rite amovistis in nostri contemptum & ipsius Edw. Foden dampnum non modicum & gravamen & status sui Lesionem manifestam sicut ex querela sua accepimus Nos igitur præfat. Edw. Foden debitam & festinam Justitiam in hac parte fieri volentes quod est justum vobis Mandamus firmit. injungen' quod immediate post receptionem hujus brevis prædictum Ed. Foden in prædictum locum & offic. Recordat. Burgi præd. restituatis seu restitui faciatis cum omnibus Libertatib. Privileg' & Prebeminenciis ad locum & offic. ill. spectan. & pertinen' vel causam nobis Certificetis in contin. inde ne in vestre defect. querel. ad nos perveniat iterata Et qualis. hoc preceptum nostrum fueritis execut. nob. constari faciatis apud Westm. die Mercurii prox. post
Quandem

*Quindenam sanct. Martin. hoc brevis nobis remittent
T. Johanne Holt Mil. apud Westm. xxiiij die Octobris
Anno Domini nostri Duodecimo.*

Winton per Cur' Astray.

Quest. 1. Is the Recorder by the words of the Charter during pleasure?

Its' plain the Recorder is by the Charter during the pleasure of the Mayor, Aldermen, and Common Council, and at their will and pleasure may be removed without any Cause, but their pleasure.

Quest. 2. If the Recorder, who is a Barrister (for whom the Law hath some Respect) be during pleasure, need any cause be shewed for turning him out, as there is in Case of a Common Council-man, &c.

I conceive he may be removed at pleasure, and no cause need be shewed for such turning him out, and so it was heretofore adjudged in the Case of Mr. Serj. Holt, who was so removed from being Recorder of Abingdon.

Quest. 3. Admitting the Recorder be during pleasure (if it who are the major part of the Company) assemble, Can the Majority of them where they do not all concur, make an Order to turn him out?

I conceive the Majority of the Common Councilmen meeting, they are the Common Council, and what

what the greater part of them so met do, is the Act of the Common Council; therefore Mr. F. was well removed by the Common Council.

Quest. 4. Can the Mayor alone make a Return to the *Mandamus*?

The Return must be in the name of the Mayor, Aldermen and Capital Burgeses; but if the Mayor alone make the Return in their names, the Court of King's Bench will receive it: and if true, it will be well.

Be pleased to direct the form and method of a proper Return in this Case, either by the Mayor alone, or the Majority of the Company.

Note, The *Mandamus* says he was elected *secundum consuetud. Burgi, &c.* The Return to the Writ must set out that part of the Charter that grants to the Coporation to have a Recorder how to be chosen, how to continue, and how to be amoved, &c. That Mr. F. acted as is supposed by the Writ, was duly chosen Recorder; and after, *viz.* such a day by the Mayor, Aldermen, and the rest of the Common Council in Common Council assembled, was removed from being Recorder, and was never after chosen to be Recorder.

Quest. 5. The Members of the Common Council are sworn to meet upon every lawful Summons, and noting of the Bell (unless they have any reasonable Lett) shall once or twice wilfully absenting be a sufficient Cause to turn the Absenter out of the Company, or what are reckoned sufficient Causes.

I conceive it may, if the Party be summoned, and shew no cause of his Absence, but that it was obstinacy,

Quest. 6. The Statute 13 Car. 2. Stat. 2. cap. par. 12. Enacts, That no Person for ever hereafter shall be chose into any of the Offices aforesaid (Common-Council-Men, &c. are before-mentioned) that shall not within one year next before such Choice take the Sacrament according to the Rights of the Church of England; And that every person so chose shall take the Oaths and subscribe the Declaration; And that in default thereof the choice to be void. Shall the neglecting to take the Sacrament before he be chose make void the Choice, tho he takes the Oaths, and subscribes the Declaration, and receive the Sacrament too after he is chose, as a later Statute requires?

The Act is express; the Person chosen ought to receive the Sacrament within a year before his Choice, otherwise as to him the Choice is void.

Jan. 14.
1700.

Edw. Northey.

Sir

*Sir George Hutchins's Opinion concerning
a Partition between Joint-Tenants.*

TWO Feme-Coverts are Jointenants in fee of several Houses and Ground, &c.

Their Husbands respectively agree under their Hands and Seals in writing to make a Division of the Premises, and that the Women should join in, &c. confirm the same by Fine, and be assured as Council should advise.

The Premises are accordingly set out to be divided, and each Party's share allotted to him, and accepted by him, but the Women have neither as yet joined in or confirmed the said Division.

It is omitted in the Agreement for the Division, That if any part of either Parties Share were claimed or taken away by prior Title or Incumbrance, that the Loss and Defence thereof should be born and made good between them equally; and since there is a Claim or pretence of Claim to a part of one of the Shares set out and divided as aforesaid, and the other Party refuseth to have it mutually agreed between them, upon confirming the Division, that all Claims and Recoveries thereupon either part divided, shall be born and made good equally between them.

Quest. Whether notwithstanding the Division agreed on and accepted by the Husbands as aforesaid, either Party shall not be bound in Equity to bear and pay a Moiety of the Claims and Recoveries which may happen to either side; and whether a Covenant to that effect be not

Opinions.

sonable to be mutually entred into by them upon confirming the Division by the Women?

I am clear of Opinion that in case any Incumbrance or Defect of Title shall appear on the part agreed to be allotted to one of the Parties, the other Party ought in equity to make good a Moiety; and that Equity will relieve in such a Case, tho the Agreement be executed; but in this Case the Agreement is not yet perfected; and therefore I make no doubt but a Court of Equity will direct mutual Covenants in case of Incumbrances or Defect of Title, and that the Money to be paid by the one to the other will be taken to make the Partition equal, but not in respect of any hazard of Incumbrances, &c.

Geo. Hutchins.

Mr

Mr. P's Case upon a Settlement.

BY Act of Parliament the Mannor of *Stan-*
derwick, and divers Messuages, Lands and
 Tenements there are vested in *W.W.* the Father,
 and *W.W.* the Son, and *C.R.* and their Heirs,
 to the use and intent, That *M.P.* shall receive
 the yearly Sum of 40 *l.* out of the same for his
 life, with power to distrain in case of Non-pay-
 ment, and as for and concerning the Mannor,
&c. so charged to the use of *R.P.* for 99 years,
 if he shall so long live, with Remainder to *W.W.*
 the Father, and *W.W.* the Son, during the life
 of *R.P.* in trust to preserve the Contingent
 Estates, and permit *R.P.* to receive the Profits,
 Remainder to *A.P.* the Wife of *R.* for life
 in Barr of Dower, Remainder to the first,
 and all other the Sons of *R.* on the Body of the
 said *A.* begotten successively in Tail Male, the
 Remainder to *W.W.* the Father, and *W.W.* the
 Son for 200 years in Trust to raise Portions for
 Daughters in case of no Sons, and in case of no
 Daughters to raise 1000 *l.* for *W.W.* the Father,
 the Remainder to the use of the said *R.P.* and
 the Heirs Males of his Body, the Remainder to
M.P. the younger, and the Heirs Males of his
 Body, Remainder to *M.* the elder, and the
 Heirs Males of his Body; the Remainder to *R.*
 in Fee.

There is in the Act a Proviso that gives power to R. P. to charge the Premises with 1500 l. for younger Children.

M. P. is dead.

R. P. has no Issue.

Quest. If W. W. the Father, and W. W. the Son, should join with R. P. in making a Tenant to a Precipe, and a Writ of Entry should be brought against such Tenant, and he should vouch R. P. and he the Common Vouchee, and thereupon a Common Recovery be had, which of the Contingent Estates will be barred by such Recovery, and may the same be safely purchased?

If the W's join in the Conveyance, I think the Purchaser may be safe in it, and all the Estates will be barred, but the Wife must join in a Fine Barr her Estate for Life, else nothing can be done.

Supposing such Recovery to barr any of the Contingent Estates at Law, Would not Equity punish the Trustees for preserving the Contingent Estates, or preserve the Contingent Remainders, and subject the Estate, in whose hands soever they come as Purchasers, notwithstanding such Recovery?

I think all the Parties upon whose account the Settlement was made now living concurring, Equity will not punish the Trustees nor do any thing for setting up the Contingent Estates that have been destroyed by this Recovery.

Supposing

Supposing the Wife of R. P. should join in a Fine, with R. P. and the Trustees for making such Tenant to a *Precipe*, and to barr the Dower, in order to subject some part of the Estate to the Payment of Debts, and settle the residue to the same uses by the Act; Would not such new Settlement be voluntary and fraudulent against Purchasers from R. for a valuable Consideration?

I think if there be a previous Agreement to make another Settlement of the residue of the Estate to the former uses, That will be Consideration enough to keep this new Settlement from being looks upon as a fraudulent Settlement.

Fran. Pemberton.

K k 4

Sir

*Sir F. P.'s Case upon a Will.**The Case.*

SIR T. P. by his Will dated Octob. 15. 1672. Devises his Estate at *Cornwall* in *Com' Oxon.* to Dame E. his Executrix and her Heirs, to the intent to give her power to engage or Mortgage all or any part thereof for 3000 *l.* for the benefit of his younger Children to be disposed of according to the Schedule to his said Will annexed; but if his eldest Son should raise the said Mony, or his Executrix should find a more convenient way to pay it, then he gives the said *Cornwall* Estate to his eldest Son T. P. Esq; during his natural Life, and to the Heirs Males of his Body lawfully begotten, and for want of such Issue to his Son F. (Now Sir F.) and his Heirs Males lawfully begotten, Remainder to all the rest of his Sons according to their several Ages, and the Heirs Males of their Bodies, Remainder to his own right Heirs.

In the Schedule anext to the said Will, he gives his eldest Daughter E. 800 *l.* if she marry any body but a Parson; and if a Parson 200 *l.* to be paid within three Months after her Marriage, and to his Son F. (now Sir F.) the Sum of 400 *l.* to be paid him when out of his Apprenticeship, and to his Daughter C. 500 *l.* and to his Daughters P. and L. the like to be paid within three Months after Marriage, or age of 20. And to his Sons C. H. A. F. R. and F. the several Sums of 400 *l.* to be paid at the age of 20, if then alive; And if any of his younger Children

Children should die before their Legacies should become payable the Legacy of such Child or Children to be divided amongst the surviving younger Children then unmarried.

And if the *Cornwall* Estate should descend according to the aforesaid Entail to any of his younger Sons for want of Issue Male of his eldest Son *T.* then the Legacy of such younger Son to whom the said *Cornwall* Estate should descend should be equally divided amongst the rest of the younger Children then unmarried.

He further gives his Impropriation of *Wotton Yardland* at *Kingham* to his said Executrix to be sold towards the raising the said Legacies, declaring his intent, That if his Executrix should find it difficult to sell *Wotton* and *Kingham* at the rate he imposed on them she should not be liable to suits for what she could not help, but then the Children whose Portions should be then unpaid, must either stay till the Estates could be sold, or else take them amongst them at the same Proportion set upon them, which he declares his Executrix to have full power to do.

He declares further, That the *Wotton* and *Kingham* Estate should not be imposed on any of his Daughters, without their Consent, but upon his younger Sons only.

Note, That Sir *T. P.* the Testator's eldest Son died a Batchellor, and before his Death gave a Bond to his Brother *F.* (now Sir *F.*) for his 400 *l.* he being then out of his time of Apprenticeship, at which time his Legacy is directed to be paid.

Quest. Whether Sir *F.* having the said *Cornwall* Estate descended to him as a younger Brother

ther, shall refund his Legacy of 400 £. which he was of age to receive, and took his Brother Sir T's. Security for in his life-time, and gave a Discharge for it?

The Cause for dividing the younger Sons Legacy, to whom the Cornwall Estate should descend, cannot (as I conceive) be construed to make such younger Son refund his Legacy at any distance of time whatsoever, after he had received it; but only to divide it amongst the younger Children, if the Estate so descended before the Legacy was received; and in this Case, Sir F's taking Security, and thereupon giving a Release amounts to an actual Receipt.

Note, That the Wotton and Kingham Estates could not be sold by the Executrix for 1200 £. so that she was advised, that it was not safe to dispose of it before the younger Son came of age, or at least not safe for a Purchaser to buy.

Note further, That two of the younger Sons lived to the age of 20 years, and soon after died; and one of the 3 youngest died before he came to 20, being the time appointed by the Will for the payment of the several Legacies, or in case the Estate could not be sold, then the same to be divided.

Quest. Whether two parts of the said Wotton and Kingham Estate were not Lands in the hands of the two Brothers, that survived 20, and so descended to their Heir at Law, or whether it still remains a personal Estate, and so goes to their Executors or Administrators?

The Legacies given and intended to the younger Sons were merely at first Money-Legacies; and Wotton and Kingham Estates were only further Securities for them: Therefore, I think, since those Estates were not actually allotted to the two younger Sons, who attained 20 years of age by the Executrix, but remained in the same plight as they were before; That their Legacies shall be divided, if they died intestate, amongst the next of kin according to the Act of Distributions, as personal Estate, and shall not fall to the Heir wholly; for Money secured by Lands of Inheritance, remains Personal Estate, till the Land becomes absolutely the Estate of the Creditor, or of him who is entituled to the Money upon it.

Tho. Powys.

Serj.

*Serj. Pemberton's Opinion concerning
Simony.*

C H. Esq; being seized in Fee of the Advowson of the Rectory of *Birlingham* in the County of *Worcester*, for valuable Considerations, grants the next avoidance thereof to *E.W.* and in the Grant of the Avoidance is a Condition, That if *T. N.* then Incumbent of the Church of *Birlingham*, should not within one Month next after notice to be given him of the first, and next avoidance of the Church of *Pencomb* in the County of *Hereford*, resign the said Rectory to the end the Grant of the Avoidance might take effect, then the Grant of that next Presentation to be void.

Mr. *T. N.* had before that time secured to himself the next Presentation to the Church of *Pencomb*, the Incumbent thereof being then 80 years of age.

Mr. *H.* gives a Judgment to Mrs. *W.* of 250 *l.* to void, if Mr. *N.* resigned the Church of *Birlingham* within one Month after notice of the Church of *Pencomb's* being void.

The Minister of *Pencombe* being in *extremis*, Mrs. *W.* treats with one Mr. *M.* for Sale of the Presentation granted to Mrs. *W.* of the Rectory of *Birlingham*, and after the Incumbent of *Pencomb* was actually dead, Mrs. *W.* in Consideration of 150 *l.* grants the said next Presentation to one *M.* and assigns the Judgment from Mr. *H.* to Mr. *M.* and afterwards *M.* in consideration of Money, presents *J.*
S.

S. to the Rectory of *Birlingham*, after N. had actually left the Rectory of *Birlingham*.

We are not very positive that we can make proof of the last Agreement between M. and S.

Quest. If the Contract between H. and W. were Symoniacal?

I conceive this Contract between H. and Mrs. W. was no Simony, but a lawful Bargain.

Quest. If the Contract between W. and M. were Symoniacal?

I think this Contract was not Simonical, but a lawful Bargain; the Church of Birlingham being then full: But when M. for Money, presents S. this was a Symoniacal Contract, and gives a Title to the Crown to Present.

Quest. If all these Matters may be put in Issue, or whether a Plaintiff in *Quare Impedit* shall be restrained to one instance of Simony only.

I conceive in pleading the Simony it must be one single Act of Simony that must be insisted on, and not many Symoniacal Contracts alledged for making a Title to the Crown.

Fran. Pemberton.

Serj.

Serj. Levinz's Opinion touching a Common Recovery.

T. G. by his Will devises to *F. G.* 3000 *l.* to be paid at his age of 21 years, and in the mean time that he should have such sufficient maintenance and Education out of it as his Wife and Overseers should think fit, and the Overplus to be received by his Wife during her Widowhood for increasing of his Portion; and if his Wife married a second Husband, then the 3000 *l.* either to be laid out in a Purchase for his Son and his Heirs, or else 2000 *l.* to be deposited in the hands of the Overseers of his Will, and 1000 *l.* in the hands of his Wife for the benefit of his Son; and if *F.* should die, then to be equally divided between his Sisters, and *E.* his Wife, to have the disposition of 1000 *l.* and 500 *l.* to be paid unto *F.* the Son of *R. G.* and of that Will made his Wife Executrix, and died.

Note, F. the Son of T. was a Man of very ordinary Understanding.

E. possesses her self of the personal Estate of *T. G.* and marries *T. W.*

T. W. and *E.* his Wife by Indenture reciting the Will of *T. G.* and that the said 3000 *l.* had not been laid out in Purchase, nor come to the hands of the said Overseers, but that 750 *l.* thereof was out at Interest upon several Bonds, and that the residue thereof was in the hands of *W.* and his Wife, who were to have the employment of 1000 *l.* for the Education of *F.* until 21, which he had then attained, and that

an

an Account had been stated of the Mony in the hands of *W.* and his Wife; and that there was due unto *F. G.* 3100 *l.* out of which *F. G.* gave to his two Sisters 550 *l.* a piece, and in consideration of the remaining 2000 *l.* *T. W.* conveys to Sir *R. S.* and others, and their Heirs, to the use of them and their Heirs, five Closes of Pasture in *Caldecot* in *Com' Bucks* in Trust to permit *F. G.* to receive the Profits of the Premises during his life, and after his Decease such Wife as he should marry, with the Consent of his Trustees, to receive so much of the Profits as the Trustees should think fit during her life, not exceeding one Moiety thereof; and the Residue of the Profits after the Death of *F.* and during his Wife's life, and the whole Profits after her Death to be employed by the Trustees for the Maintenance and Education of the Children of *F.* during their Minority, and for raising such Portions for younger Children, as *F.* by his Will should direct, and for default of his Will, as the Trustees should direct; And after such Portions raised, to permit the Heirs of the Body of *F.* to enjoy the Profits of the Premises; and in case *F.* die without Issue, the Trustees to sell the Premises, and to pay 500 *l.* out of the Purchase-Money to *F. G.* Son of *R. G.* or to such Person as should be right Heir of the same *F. G.* in case of his Death, and the Remainder to be divided amongst his Sisters; and if one die, to the Survivor, and her Executors.

F. G. Son of *T. G.* is now upwards of 60, an easy, weak Man, and unmarried and in all probability will die so.

The same *F. G.* by Indenture, in consideration of a yearly Rent reserved and agreed to be paid out of the Premises by *A.* to him during his

his life, which Rent is not near the yearly value of the Land, covenants to levy a Fine of the Premises amongst other things to *W.* and *H.* to the intent to make them Tenants to a *Precipe* in order to suffer a Common Recovery thereof to enure to *A.* for life, and after his Decease to *A.* his Son and his Heirs, subject to the said Rent during the life of *F. G.*

A Fine is levied accordingly.

A Recovery is suffered accordingly wherein the Tenants vouch *F.* the Son of *T. G.* and he the Common Vouchee.

Quest. If this Recovery suffered by the said *F.* be a Bar to the equitable Remainder vested in the Trustees for the benefit of the Sisters of the same *F.* the Son of *R. G.*?

I conceive it is: For by the Rules of the Common Law, he that comes in under a Common Recovery, is supposed by Law to be seized of the very Estate which he had who suffered the Common Recovery, which in supposition of Law does not determine, though he dies without Issue; and so no Remainders or Contingencies that are subsequent to that Estate-Tail, can ever arise to charge the Land, being all subsequent to that Estate, which in Judgment of Law is still in being: And though here the Party had nothing in the Land but a Trust, yet since in Equity they do allow such Recoveries to barr Estates-Tail, and the Remainders, they must go according to the Rules of Law as to Contingencies also.

Quest.

Quest. 2. In Case it be a Barr, if Equity ought to charge those Lands with 25 l. for the benefit of the said Sisters, and F. the Son of R. in case F. the Son of T. die without Issue, by vertue of the Will of T. G.

I Conceive the Sisters cannot claim any thing by the Will; for that was but in case the Money were not laid out: For, if all the Money had been laid out as it might have been, they were to have nothing, now are they now out of what was laid out, but according to the new Trust upon the Purchase, and that is barred, and they have had a Competence for the Contingent, they might have had by the Will 550 l. a piece, which is more than their Contingent was worth.

Quest. 3. Both the Sisters of F. the Son of T. being Dead, To whom shall their Shares of the Monies to be raised by Sale of the Premises, in case the same F. die without Issue, go, supposing the said Remainder not to be barred?

Though this were a Contingency, and given to them and to the Survivor and her Executors, and so ought to vest first in the Testator, yet being a Chattle, Interest in Money to be made by Sale of Land, though of inheritance, yet I think the Executor of the Survivor would have it if it were not barred.

Quest. 4. If the Declaration of the use of the Fine and Recovery, and the said Fine and Recovery be not a voluntary Conveyance, and will not be void as such for want of Consideration

in Case of a Future Conveyance by F. the Son
of T. for a valuable Consideration?

*I Conceive this will be but a voluntary Convey-
ance against a Purchasor that shall buy the
Estate for a valuable Consideration, here being
nothing paid, but a Rent to be paid for a Life
out of the Profits of the Land; and that under
the value of them, and upon a Conveyance of
the whole Inheritance, and so not like the case
of an ordinary Lessee for years.*

March 8.
1693.

Cres. Levintz.

A

*A Draught of a Marriage Settlement,
by Mr. Ewers.*

THIS Indenture, Quinquipartite made, &c. Between E. C. of, &c. Esq; of the first part, T. W. of, &c. Esq; and G. T. of, &c. Gent. of the second part, T. L. of, &c. Esq; and W. J. of, &c. Esq; of the third part, W. B. of, &c. Esq; and N. F. of, &c. Gent. of the fourth part, and the Right Honourable J. Lord C. of, &c. and the Honourable E. B. third Daughter of the said J. Lord C. of the fifth part: Whereas a Marriage is intended by the permission of God to be shortly had and solemnized, by and between the said E. C. and the said E. B. Now therefore this Indenture Witnesseth, That for and in consideration of the said intended Marriage, and of the Sum of, &c. of lawful, &c. to the said E. C. in hand paid by the said J. Lord C. at or before the enfealing and delivery of these Presents, as and for the Marriage-Portion of the said E. the Receipt of which said Sum of, &c. the said E. C. doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge, the said J. Lord C. his, &c. by these Presents, and of the Sum of 10 s. to the said E. C. in hand paid by the said T. W. and G. T. the Receipt whereof is hereby acknowledged, and for providing a competent Jointure and Livelyhood for the said E. in case she shall after the said intended Marriage happen to survive the said E. C. her intended Husband; And for the settling the Mannors, Messuages, Lands, Tenements and Hereditaments hereinafter-mentioned, upon the Trusts, and to

Settlement on
Trustees.

and for the Uses, Intents and Purposes, and with and under the Provisoes and Agreements hereinafter-mentioned expressed and declared, and for divers other good and valuable Causes and Considerations him thereunto moving, He the said *E. C.* hath granted, bargained, sold, aliened, released, and confirmed, and by these Presents doth grant, bargain, sell, alien, release, and confirm unto the said *T. W.* and *G. T.* and to their Heirs for ever, All, &c. (the Premises) All which said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises mentioned to be hereby granted and released, are now in the actual Possession of the said *T. W.* and *G. T.* by virtue of a Bargain and Sale to them thereof made by the said *E. C.* for the Term of one whole year, commencing from the, &c. last past, before the date hereof, in and by one Indenture bearing date the, &c. of these Presents, and made, &c. between the said *E. C.* of the one part, and the said *T. W.* and *G. T.* of the other part; and by force of the Statute for transferring of Uses into Possession, made and provided, and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits of all and singular the said Mannors, Messuages, Lands, Tenements, &c. mentioned, to be hereby granted and released: And all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of him the said *E. C.* of, into, and out of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any part thereof; *To have and to hold* the said Mannors, Messuages, Lands, Tenements, Hereditaments, and all and singular other the hereby granted and released Mannors, Messuages, Hereditaments and Premises unto the said *T. W.* and *G. T.* their Heirs and Assigns for ever, to
such

Habend.

such Uses, upon such Trusts, and to and for such Intents and Purposes, and with, and under such Provisoos, Limitations and Agreements as are hereinafter-expressed and declared, of and concerning the same (that is to say) To the use and behoof of the said E. C. and his Heirs, until the solemnization of the said intended Marriage, and from and after the solemnization of the said intended Marriage, as for and concerning the Mannor of, &c. (*here name the Particulars*) To the use and behoof of the said E. C. his Heirs and Assigns for ever, and to and for no other Uses, Intents or Purposes whatsoever; And from and after the Solemnization of the said intended Marriage, as for and concerning the said Mannors of, &c. unto the said E. C. and his Heirs and Assigns, from and after the Solemnization of the said intended Marriage, To the use and behoof of the said E. C. for and during the Term of 99 years if the said E. C. shall so long live, without Impeachment of or for any manner of Waste, and from and after the determination of that Estate to the use and behoof of the said T. W. and G. T. and their Heirs, for and during the life of the said E. C. upon Trust, and to the intent to support and preserve the contingent Uses and Estates herein-after-limited from being destroyed or defeated, and for that purpose to make Entries, and bring Actions as the Case shall require; but nevertheless to permit and suffer the said E. C. and his Assigns during his natural life to take the Rents, Issues and Profits of the Mannors, Messuages, Lands, Tenements and Premises to and for his and their own use and benefit, and from and after the decease of the said E. C. then to the use and intent that the said E. the intended Wife of the said E. C. and her Assigns, shall and may

To the Husband for 99 years, if he so long live, without Impeachment of Waste.

To Trustees during the Husband's Life to preserve Contingent Remainders.

L 1 3 yearly

yearly and every year during the Term of her natural Life, have, receive and take by and out of the said last-mentioned Mannors, Messuages, Lands, Tenements and Hereditaments, the yearly Rent or Sum of 250 *l.* of lawful Mony of *England*, freed, discharged and clear of all Taxes, Assessments, Impositions and Payments taxed or imposed, or to be taxed or imposed upon the said Mannors, Lands, Tenements and Hereditaments, or any of them, or upon the said yearly Rent of 250 *l.* or any part thereof, or upon the said *E.* or her Assigns for or in respect thereof for her Jointure, and in lieu barr and satisfaction of her Dower and Thirds at the Common Law, which she shall or may have or claim into or out of any Mannors, Lands, Tenements or Hereditaments whereof or wherein the said *E. C.* shall be seized of any Estate of Freehold and Inheritance, during the Coverture between them, payable and to be paid at and in the in or upon the two most usual Feasts or Days of payment in the year (that is to say) the Feast of, &c. by even and equal Portions; the first Payment thereof to begin and to be made upon such of the said Feasts as shall next happen after the decease of the said *E. C.* and to this further use and intent, That if the said yearly Rent or Sum of 250 *l.* or any part thereof shall be behind and unpaid by the space of 21 days next over or after any the said Feasts or days of Payment, whereon the same ought to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *E.* and her Assigns into and upon the said last-mentioned Mannor, Messuages, Lands, Tenements and Hereditaments, or into or upon any part thereof to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry

carry away and impound, and in Pound to detain and keep, until she or they shall be of the said yearly Rent or Sum of 250 l. and all Arrears thereof (if any shall then be) together with the Charges of the said Distress and detaining fully satisfied and paid: ~~Provided~~ ^{Provided} always, and 'tis hereby declared and agreed by and between all the said Parties, to these Presents, That in Case the said yearly Rent or Sum of 250 l. or any part thereof, shall happen to be behind and unpaid by the space of 50 days next over or after any of the said Feasts or days of Payment, whereon the same ought to be paid as aforesaid (being lawfully demanded) Then and so often it shall and may be lawful to and for the said E. and her Assigns, into and upon the said last-mentioned Mannor, Messuages, Lands, Tenements and Hereditaments, or into or upon any Parcel thereof in the Name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the Rents and Profits thereof, and of every part thereof, to and for her and their own use and benefit until she or they shall thereby or therewith be fully satisfied and paid all the Arrears of the said yearly Sum of 250 l. and all loss and damage, which she or they shall be put unto, or any Ways sustain by reason of the Non-payment thereof at the days and times in that behalf before mentioned: And as for and concerning the said last-mentioned Mannor, Messuages, Lands, Tenements and Hereditaments so charged and chargeable with, and subject and liable to the payment of the said yearly Rent or yearly Sum of 250 l. in manner aforesaid, from and immediately after the Decease of the said E. C. to the use and behoof of the said T. L. and W. J. their, &c. for and during the full time and term, and

A Proviso for
to re-enter in
default of Pay-
ment within
50 days.

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the full end and term of 300 years from thence next ensuing fully to be compleat and ended, without Impeachment of or for any manner of WASTE upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos and Agreements as are herein-after expressed of and concerning the same, and from and after the end or other sooner Determination of the said Term of 300 years to the use and behoof of the first Son of the Body of the said E. C. on the body of the said E. to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing; and for default of such Issue, then to the use and behoof of the second Son of the Body of the said E. C. on the Body of the said E. lawfully to be begotten, and the Heirs Males of such second Son lawfully issuing; and for default of such Issue, then to the use and behoof of the 3^d, 4th, 5th, 6th and 7th, and all and every other the Son and Sons of the Body of the said E. C. on the Body of the said E. his intended Wife, lawfully to be begotten severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of age and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of the said Sons, and the Heirs Male of his Body issuing to be preferred and take before the younger of such Son and Sons, and the Heirs Males of his and their Bodies issuing; And for default of such Issue in case the said E. the intended Wife of the said E. C. shall happen to be enseint of a Child or Children by him the said E. C. at the time of the Decease of the said E. C. her intended Husband to the use

use and behoof of the said *T. W.* and *G. T.* their Heirs until the said *E.* shall be delivered of such Child or Children, or die, which shall first happen; And if such after-born Child or Children shall happen to be a Son or Sons, then to the use and behoof all and every such after-born Son and Sons severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Males of the Body and Bodies, of all and every such after-born Son and Sons lawfully issuing, the elder of such after-born Sons, and the Heirs Males of his Body issuing, being always preferred, and to take before the younger of such after-born Sons, and the Heirs Males of his and their Bodies issuing; and for default of such Issue, then to the use and behoof the said *W. B.* and *N. F.* their, &c. for and during the full time and Term of 100 years from thence next ensuing fully to be compleat and ended, without Impeachment, of or for any manner of waste upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos and Agreements as are herein-after expressed of and concerning the same. And from and after the end or other sooner Determination of the said Term of 100 years, then to the use and behoof of the said *E. C.* his, &c. for ever, and to and for no other use, intent or Purpose whatsoever: And as for and concerneing the said Term of 300 years herein-before-limited to the said *T. L.* and *W. J.* their, &c. it is hereby declared and agreed by and between the said Parties to these Presents that the same is so limited to them as aforesaid, upon the Trusts, and to and for the Intents and Purposes, and with and under the Provisoos and Agreements hereinafter-expressed and declared (that

(that is to say) that in case there shall be one or more Child or Children of the Body of the said *E.C.* on the Body of the said *E.* his intended Wife begotten at the time of the Decease of the said *E. C.* (other than and besides such Issue Male of the Body of the said *E. C.* on the body of the *E.* to be begotten, who from and after the determination of the said Term of 300 years shall for the time being, be immediately inheritable to the said last-mentioned Mannors, Hereditaments and Premises, or any of them by and according to the Limitations herein contained) Then upon Trust that they the said *T. L.* and *W. J.* or the Survivor of them, and his Executors, Administrators or Assigns shall and do by Sale or Mortgage of the same Term, of, and in the said last-mentioned Mannors, Messuages, Lands, Tenements and Premises so limited to them for the Term of 300 years, as aforesaid, or in a competent part thereof, and by the Rents and Profits thereof in the mean time, and until such Sale raise and levy the Sum of 3000 *l.* of lawful Mony of *England*, for the Portion and Portions and Maintenance and Education of all and every such Child and Children not being inheritable as aforesaid, at such time and times, and in such Parts and Proportions, manner and form as the said *E.C.* and *E.* his Wife, &c. shall at any time or times hereafter during their Lives, or the Survivor of them, by any Writing or Writings, under their Hands and Seals, or under the Hands and Seals of the Survivor of them, attested by three or more credible Witnesses, or by the last Will and Testament in Writing of such Survivor, to be by such Survivor signed, published and declared in the Presence of the like number of Witnesses, direct, limit or appoint, and in default of such Direction, Limitation

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on or Appointment unto such Child or Children (not being inheritable as aforesaid) to be equally divided between them share and share alike to be paid unto them in manner following (that is say) unto such younger Son and Sons at their respective Ages of 21 years, and unto the Daughter and Daughters when they shall respectively attain unto the Age of one and twenty years or be married, which shall first happen, and shall and do by and out of the Rents and Profits of the said Mannors, Messuages, Lands, Tenements and Premises so limited for 300 years as aforesaid in the mean time, and until the said Portions shall become payable respectively as aforesaid, raise and levy such yearly Sum and Sums of Mony for the maintenance and education of such Child or Children (not being inheritable as aforesaid) as the said T. L. and W. L. or the Survivor of them, and his, &c. shall think meet, the same yearly Sum and Sums of Mony so appointed for maintenance and education as aforesaid, not exceeding the Interest of their said respective Portions at the rate of 5 l. per Cent. per An. ~~Provided~~ **Provided** always, That in case any of the said Children shall happen to die before their said Portions shall become payable as aforesaid, then the Portion, &c. of him, her, or them so dying, shall go and be paid unto, and be equally divided among the Survivors and Survivors of them, at such time as the original Portion or Portions of such surviving Children shall become payable as aforesaid: ~~Provided~~ **Provided** always, That in case all and every the said Child or Children shall happen to die before their or any of their said Portions shall become payable, then the said several and respective Sums of Mony appointed to be raised for their Portions as aforesaid, being raised, or so

A Proviso,
That in case
any of the
Children hap-
pen to die
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come payable,
the Portion of
him or them
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paid unto, and
equally divid-
ed amongst
the Survivors
of them at the
time the origi-
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surviving
Child or Chil-
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so much thereof as shall be then raised, shall be paid unto the Person or Persons to whom the next and immediate Reversion or Remainder of the same Premises expectant upon the same Term of 300 years, shall for that time being belong or appertain; And then also the same several and respective Sums of Mony, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the benefit of the same Person or Persons in Reversion or Remainder as aforesaid; And upon this further Trust, That they the said *T. L.* and *W. J.* or the Survivor of them, and his, &c. shall and do from time to time dispose of and pay the Residue and Overplus of the Rents and Profits of the same Premises over and above so much thereof as shall be paid to or for the respective Maintenances and Educations of the said Child or Children (not being inheritable as aforesaid) unto such Person and Persons who shall be next in Reversion or Remainder of the same Premises expectant upon the Determination of the same Term of 300 years; **Provided** always, That the said *T. L.* and *W. J.* or the Survivor of them, and his Executors or Administrators shall not sell or mortgage all or any part of the said Mannors, Messuages, Lands, Tenements and Premises so limited to them for the Term of 300 years as aforesaid, until some of the said Portions shall become payable as aforesaid: **Provided** also, and it is hereby further declared and agreed by and between the said Parties to these Presents, That in case there shall be no Child or Children of the Body of the said *E. C.* on the Body of the said *E.* begotten (other than such Issue Male as shall be inheritable by virtue of the Limitations aforesaid; or there being such Child or Children, all of them shall happen to die before their, or any

A Proviso, &c.

A Proviso, &c.

of their said Portions shall become payable as
 aforesaid ; or in case the severall and respective
 Sums of Mony appointed to be raised for such
 Childrens Portions as aforesaid , and also such
 maintenance in the mean time, and until the
 same Portions shall become payable as aforesaid,
 shall be by the said *T. L.* and *W. J.* or the Sur-
 vior of them, and his, &c. raised and levyed by
 the ways and means in that behalf afore-mention-
 ed, then and in any of the said Cases, and at
 all times from thenceforth the said Term of
 300 years herein-before-limited; of and in the
 Premises, or so much thereof as shall remain
 undisposed of as aforesaid, shall cease, determine,
 and be utterly void and of none effect, any
 thing herein-contained to the contrary thereof
 in anywise notwithstanding: **Provided always,**
 That in case the said *E. C.* shall in his life-time
 give unto such younger Child or Children (not
 being inheritable as aforesaid) any Portion or
 Portions, or shall leave such Child or Children,
 any Lands or Tenements, Goods or Chattles at
 the time of his Decease, then the said Portion
 or Portions, so by him given or left, and the
 value of the Lands, Tenements, Goods and
 Chattles so to be by him to them or any of them
 left as aforesaid, shall be taken and accounted
 as part of the Portion or Portions hereby for
 them provided, unless he shall declare the con-
 trary thereof by any Writing or Writings, or by
 his Last Will and Testament in writing, such
 Will or Writing to be signed, published and de-
 clared in the Presence of three or more credible
 Witnesses, any thing herein-contained to the
 contrary thereof in anywise notwithstanding :
 And as for touching and concerning the said
 Term of 100 years limited to the said *W. B.*
 and *N. F.* their, &c. as aforesaid, It is hereby
 de-

A Proviso, &c.

The Trusts
of the Term
of 100 years,
&c.

A Provision
for Daugh-
ters, &c.

declared and agreed by and between all the said Parties to these Presents, That the same Term is so limited to them as aforesaid upon the Trusts and to and for the Intents and Purposes, and with and under the Provisoes and Agreements hereinafter-expressed and declared; that is to say, That in case there shall be no Issue Male of the Body of the said E.C. on the Body of the said E. to be begotten, or there being such Issue Male, all of them shall happen to die before any of them shall attain unto the age of one and twenty years, and there shall happen to be one or more Daughter or Daughters of the Body of the said E. C. on the Body of the said E. his intended Wife, begotten at the time of failure of such Issue Male of their Bodies as aforesaid, or at any time after then upon Trust, That the said W. B. and N. F. or the Survivor of them, and his, &c. shall and do by Sale or Mortgage of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises so limited to them for the said Term of 100 years as aforesaid, or of a competent part thereof, and by and with the Rents and Profits thereof in the mean time, and until such Sale raise and levy such Sum and Sums of Mony for the Portion and Portions of all and every such Daughter and Daughters as are hereinafter-mentioned and expressed (that is to say) if there shall be but one such Daughter, then the Sum of 3000 *l.* of lawful Mony of *England* for the Portion of such only Daughter to be paid unto such only Daughter, when she shall attain her Age of 21 years, or be married, which shall first happen: And if two or more such Daughters, then the like Sum of 3000 *l.* for the Portion of such Daughters to be paid unto and equally divided amongst all every such Daughters when they shall respective-
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ly attain their several Ages of 21 years, or be married, which shall first happen, share and share alike; so always. That in case any of the said Daughters shall happen to die before her or their, or any of their Portions, shall become payable as aforesaid, then the Portion or Portions of her or them so dying shall go and be paid unto and equally divided amongst the Survivor and Survivors of such Daughters when the original Portion or Portions of such surviving Daughter or Daughters shall become payable as aforesaid: And so also that in case all the said Daughters shall happen to die before their or any of their said Portions shall become payable as aforesaid, then the said Sum of 3000 *l.* before limited or appointed to be raised for Daughters Portions as aforesaid, or so much thereof as shall be then raised, shall be paid unto such Person or Persons to whom the next and immediate Reversion or Remainder of the Premises expectant upon the said Term of 100 years shall for the time being, belong or appertain; And then also the said Sum of 3000 *l.* or so much thereof as shall not be then raised, shall not be raised, but shall cease for the benefit of the same or Persons in Reversion or Remainder as aforesaid; And upon this further Trust, That they the said *W. B.* and *N. F.* or the Survivor of them, and his, &c. shall and do by and out of the Rents and Profits of the said Mannors, Messuages Lands, Tenements and Premises so limited to them as aforesaid in the mean time and until the Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise levy and pay such yearly Sum and Sums of Money for the Maintenance and education of such Daughter and Daughters, as the said *W. B.* and *N. F.* or the Survivor of them or his, &c. shall seem

seem meet, such yearly Maintenance not exceeding the Interest of their respective Portion or Portions at the rate of 5 *l. per Cent. per Ann.* And upon this further Trust and Confidence, that the Overplus of the said Rents and Profits over and besides what shall be applyed for the Portion or Portions, Maintenance and Maintenances of the said Daughter and Daughters shall be paid to the Persons who shall for the time being be next in Remainder or Reversion of the Premises so limited for the said Term of 100 years as aforesaid: *Provided* always, That the said *W. B.* and *N. F.* or the Survivor of them, or his, &c. shall not sell or Mortgage all or any part of the said Mannors, Messuages, Lands, Tenements, &c. so limited to them as aforesaid, until some one of the same Portions shall become payable by vertue of these Presents: *Provided* also, and it is hereby declared and agreed by and between all the said Parties to these Presents, That in case there shall be no Daughter or Daughters of the Body of the said *E. C.* on the Body of the said *E.* begotten at the time of such failure of Issue Male as aforesaid or at any time after, or there being such Daughter or Daughters, all of them shall happen to die before their or any of their said Portions shall become payable by vertue of these Presents, or in case the said Sum and Sums of Mony before-limited and appointed to be raised for Daughters Portions as aforesaid, and also such Maintenance in the mean time and until the said Portions shall become payable as aforesaid shall be by the said *W. B.* and *N. F.* or the Survivor of them, or his, &c. raised and levied by the ways and means in that behalf before-mentioned, then and in any of the said Cases the said Term of 100 years, of and in the said Premises so limited for the same Term,

Term, or of or so much thereof as shall not be disposed of for the Purposes aforesaid shall cease and determine for the benefit of the Person and Persons who shall by vertue of the Limitations aforesaid be next in Reversion or Remainder thereof: **Provided** always, That in case the said E.C. shall in his life time give unto such Daughter or Daughters, any Portion or Portions, or shall leave such Daughter or Daughters any Lands, Tenements, Goods, &c. at the time of his Decease, then the said Portion or Portions so by him given or left, and the value of the Lands, Tenements, Goods and Chattles so to be by him to them, or any of them left as aforesaid, shall be taken and accounted as part of the Portion or Portions hereby for them provided, unless he shall declare the contrary thereof by any Writing or Writings, or by his Last Will and Testament in writing, such Will or Writing to be signed published and declared in the presence of three or more Credible Witnesses, any thing herein contained to the contrary thereof in anywise notwithstanding: **Provided** also, That in case any of the Monys to be raised for the Daughters and younger Sons of the Body of the said E. C. on the Body of the said E. his intended Wife to be begotten shall by virtue of the Trust herein-before declared of and concerning the said Term of 300 years come unto such Daughter or Daughters of the said E.C. who by virtue of these Presents are to have benefit of the Trusts herein-before declared of and concerning the said Term of 100 years, then such Monys shall also be accounted part of the Portions intended to be provided for such Daughters by and out of the Trusts herein-before-declared of and concerning the said Term of 100 years: **Provided** always, and it is hereby declared and agreed by and between all

A Proviso for
E. C. to let
Leases, &c.

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the said Parties to these Presents, that it shall and may be lawful to and for the said E.C. during his life, by Indenture under his Hand and Seal to lease all or any part of the said Mannor of, &c. aforesaid, for any Term or Number of years not exceeding the Term of 21 years in possession, and not in Reversion, Remainder or Expectancy so as upon every such Lease so to be made as aforesaid, there be reserved the most and best yearly Rent that can be reasonably had or obtained for the same, without taking any Sum or Sums of Mony, or any other thing by way of Fine or Income, for or in respect of any such Lease or Leases and so as none of the said Leases be made dispunishable of Waste, and so as there be contained in every such Lease, so to be made as aforesaid, Clauses of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and so as the respective Lessee and Lessees to whom such Lease or Leases shall be made, seal and deliver Counterparts of such Lease and Leases: ~~Provi-~~ ~~sed~~ also, and it is hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said E. C. from time to time, and at all times, during his natural Life to demise or lett all or any part of the said Mannor of, &c. aforesaid, which now are or within the space of 20 years last past, before the date hereof have been letten at the old or usual Rents upon Fines by Indenture under his Hand and Seal, to Lease the same, or any Part or Parts thereof to any Person or Persons for any Term of years not exceeding 99 years, (determinable upon the Death of 1, 2, or 3 Person or Persons) in Possession, and not in Reversion, Remainder or Expectancy,

A Proviso, &c.

peſtancy, ſo as upon every ſuch Leaſe ſo to be made there be reſerved and made payable during the continuance of ſuch Leaſes ſo much Rent as is now reſerved upon the ſame or more, or a juſt Proportion of ſuch Rent according to the value of the ſame Premises ſo to be leaſed; And ſo as ſuch Leaſe or Leaſes be not made diſpunishable of Waſte : And ſo as in every ſuch Leaſe or Leaſes ſo to be made, there be contained ſuch Covenants, &c. as are uſual in like Caſes : And ſo as the Leſſee and Leſſees of ſuch Leaſe and Leaſes ſeal and execute Counterparts thereof; And ~~Whereas~~ J. C. Eſq; deceased, Father of the ſaid E. C. did in his life-time make divers Leaſes of divers Parcels of the aforeſaid Premises ſituate, &c. aforeſaid for divers Terms of years, ſome determinable on the Death of one, two, or three Perſons, which have become void in Law by his Death by reaſon of his being only Tenant for Life of the ſame Premises at the time of his making the ſaid Leaſes : And ~~Whereas~~ it was the deſire of the ſaid J. C. in his life-time, and is now the deſire of all the ſaid Parties to theſe Preſents, that the ſame Leaſes ſhall be and continue in like form as if the ſaid J. C. had been Tenant in Fee-ſimple of the ſame Premises at the time of his making the ſaid Leaſes : Now it is hereby provided and declared by and between all the ſaid Parties to theſe Preſents, that theſe Preſents and the Conveyance hereby made, ſhall be, enure, and operate in ſuch manner for the benefit of the Leſſees of the laſt-mentioned Premises, as if the ſaid J. C. had been ſeized in Fee-ſimple of the Premises ſo leaſed at the time of the making of the ſaid Leaſes ; ſo always that the Rents reſerved upon the ſaid Leaſes ſhall go with and be ſubſervient to the uſes herein-limited : And the ſaid E. C. for

Certain Leaſes
formerly made
by J. C. Father
to the E. C.
allow'd and
made good.

A Covenant,
That he is
ſeized of the
Premises in
Fee-ſimple.

A Covenant,
That he hath
Power to con-
vey the Pre-
mises as afore-
said.

A Covenant
for quiet En-
joyment, &c.

himself, his, &c. doth covenant and grant to and with the said J. Lord C. his, &c. by these Presents in manner and form following (that is to say) that notwithstanding any Act, Matter, or Thing whatsoever, done, committed or willingly suffered by him the said E. C. or any of his Ancestors to the contrary, he the said E. C. is and standeth lawfully, rightfully and absolutely seized of and in all and every the Mannors, Messuages, Lands, Tenements, Hereditaments and Premises aforesaid, of a good, sure, perfect, absolute and indefeazable Estate of Inheritance in Fee-simple to him and his Heirs without any Trust, Limitation, power of Revocation, Use or Uses, or any other Matter, Restraint or Thing whatsoever, to alter, change, revoke, make void, lessen, incumber or determine the same (except as is herein-after-expressed) And that the said E. C. for and notwithstanding any such Act, Matter or Thing as aforesaid hath at the time of the enfealing and delivery of these Presents in himself, good Right, full Power, and lawful and absolute Authority to convey the same Mannors, Messuages, Lands, Tenements, and other the Premises unto the said T. W. and G. T. and their Heirs, according to the purport, true intent and meaning of these Presents: And further, That the said Mannors, Messuages, Lands, Tenements, and all and singular other the Premises shall or lawfully may from time to time, and at all times hereafter remain, continue, and be to and for the severall and respective Uses, Intents and Purposes upon the Trusts, and under and subject to the Provisoos and Agreements herein-before-expressed, limited and declared concerning the same, and shall or may be peaceably and quietly held and enjoyed accordingly without the lawful Lett, Suit, Trouble, Denial,

al, Eviction or Interruption of or by him the said E. C. or his Heirs, or of or by any other Person or Persons lawfully claiming, or to claim the same Mannors, Messuages, Lands, Tenements and Premises, or any of them, or any part thereof, from, by, or under him, them, or their Ancestors, or any of them: And that free and clear, and freely and clearly, acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by him the said E. C. and his Heirs, &c. of, from, and against all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Titles of Dower, Uses, Trusts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents - Charge, Rents-seck, Arrears of Rent, Forfeitures, Re-entries, Cause and Causes of Forfeiture, and Re entries, Debts, Duties, Decrees, Sequestrations, and of, from, and against all and singular other Estates, Titles, Troubles, Charges and Incumbrances whatsoever had made, done, committed or suffered or to be had, made, done, committed or suffered by the said E. C. or his Heirs, or any other Person or Persons whatsoever lawfully claiming or to claim any Estate, Right, Title, Trust or Interest, of, into, or out of the said Mannors, Messuages, Lands, Tenements and Premises mentioned to be hereby granted and released, or any of them, or any part thereof, from, by, or under him, them, or either or any of them, or from, by, or under his, their, or either of their Ancestors, or his, their, or any of their Acts, Means, Assent, Consent, Default, Privity or Procurement, other than and except certain Indentures of Bargain and Sale, and Release and Confirmation, bearing date the, &c. last

past, whereby the said J. C. in his life-time did charge one Moiety or undivided half part of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises with one Annuity or yearly Rent-charge of 40 *l. per An.* payable unto E. C. eldest Daughter of the said J. C. during her natural life upon such Conditions as are herein-mentioned, and also with the Sum of 1000 *l.* to be paid on the, &c. in pursuance of certain Articles entred into by the said J. C. with G. H. the elder Dr. in Physick, Father of G. H. the younger, who married M. one other of the Daughters of the said J. C. for her Marriage-Portion, and also with the Sum of 50 *l. per Annum* to be paid to the said G. H. the younger until the said Sum of 1000 *l.* shall become due and payable, and also with the further Sum of 1000 *l.* unto S. C. one other of the Daughters of the said J. C. to be paid unto her at her age of 21 years or Marriage which shall first happen, and with the maintenance and education of the said S. in the mean time and until the said Sum of 1000 *l.* shall become due and payable, and such Leases of such part of the Premises as are mentioned in a Schedule hereunto annex: And Moreover, That he the said E. C. and his Heirs, and all and every other Person and Persons having or claiming or that shall or may have or claim any Estate, Right, Title, Trust, or Interest in Law or Equity of, into, or out of the same Mannors, Messuages, Lands, Tenements and Premises, or any of them, or any part thereof from by or under or in Trust for him them or any of them, his or their, or any or either of their Ancestors shall and will from time to time, and at all times hereafter during the Term of 7 years next ensuing the date hereof upon every reasonable Request of the said J. Lord C. his, &c.

but at the proper Costs and Charges in the Law of the said E. C. or his Heirs, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better, and more perfect and absolute assuring, surety, suremaking, conveying, ratifying and confirming the same Mannors, Messuages, Lands, Tenements and Premises unto the said T.W. and G. T. and their Heirs, to and for the several and respective Uses, Intents and Purposes, and upon the Trusts, and with and under the Provisoos and Agreements herein-before-expressed, limited and declared as by the said J. Lord C. his, &c. or by his or their Council Learned in the Law shall be reasonably advised, devised or required, be it by Fine, Feoffment, Recovery or otherwise howsoever, so as such further Assurances contain in them no further or other Warranty or Covenants than are in these Presents contained, and so as the Party or Parties who shall be desired to make or do such further Acts or Assurances for the making or doing thereof be not compelled or compellable to go or travel further than the Cities of *London* and *Westminster*, or one of them.

In Witness, &c.

*A Deed of Purchase and Settlement by way
of Release, by Mr. Folkes.*

This Indenture *Quadripartite* made, &c. Between *T. L.* of, &c. *E.* his Wife, Daughter of Sir *J. R.* of the first part, The Honourable Sir *G. E.* of, &c. of the second part, *T. C.* of the third part, the said Sir *J. R.* and *T. L.* of the fourth part: ~~Whereas~~ by Indentures of Lease and Release bearing date, &c. and made or, &c. between *F. M.* Esq; and the said *T. L.* the one part, And the said Sir *G. E.* of the other part; the Release reciting as therein is recited, in consideration of 1000 *l.* in the said Indenture of Release mentioned to be paid by the said Sir *G. E.* to the said *F. M.* and for other Considerations in the said Indentures of Lease and Release mentioned, the said *F. M.* and *T. L.* did convey and assure (amongst other things) the several Closes and Parcels of Land, Meadow and Pasture hereinafter-mentioned, with their Appurtenances unto the said Sir *G. E.* his, &c. to the use of him, his, &c. for ever, under a Proviso and Agreement in the said Indenture of Release contained for the said Sir *G. E.* his, &c. conveying the said Premises to the said *T. L.* his, &c. upon his or their payment of the Sum of 1240 *l.* of good English Mony unto the Sir *G. E.* his, &c. at the time and place in the said Indenture of Release mentioned and appointed, as in and by the said Indentures of Lease and Release may and doth appear, which said Sum of 1240 *l.* was not paid to the said Sir *G. E.* at the time and place in the said Indenture of Release mentioned: And ~~Whereas~~ by Indenture bearing date, &c. made between the said *T. L.* of
the

the one part and the said Sir G. E. of the other part, reciting (amongst other things) the Indentures of Lease and Release herein before-recited, and that there was then due to the said Sir G. E. from the said T. L. on the said Security, the Sum of 1400 l. and for 1200 l. more paid to the said T. L. by the said Sir G. E. he the said T. L. did remise, release, and confirm unto the said Sir G. E. his Heirs and Assigns, the said Closes and Parcels of Land, Meadow and Pasture hereinafter-mentioned, and the other things in the said Indentures of Lease and Release contained, and all his Equity of Redemption thereunto under a further Proviso and Agreement; That if the said T. L. should have paid to the said Sir G. E. his, &c. the Sum of 2850 l. at the times and place in the same Indenture mentioned, That then the said Sir G. E. his, &c. should convey the said Closes and Premises and the other things in the same Indenture mentioned unto the said T. L. his, &c. As in and by the same Indenture may and doth likewise appear: And Whereas in and by a certain Deed, and Writing, bearing date, &c. last past, indorsed on the said last-recited Indenture, reciting, That the said Sir G. E. had the day of the date thereof, lent and paid unto the said T. L. the further Sum. of 100 l. in good English Mony, and that there was then due and unpaid unto the said Sir G. E. 62 l. 10 s. for the Interest of the said 2600 l. secured by the said last-recited Indenture which said 62 l. 10 s. Interest was due and should have been paid the 20th, &c. The said T. L. did in and by the same Deed or Writing agree with the said Sir G. E. That the Premises in the said recited Indentures contained should stand and be a Security unto the said Sir G. E. for the payment as well of the said 100 l. then lent with Interest for the same after the rate of

Sir G. E. in
consideration
of 1350*l.* part
of the Mony
due on the
Mortgage.

5*l.* in the Hundred for a year from thenceforth to be accounted, As for the said 2600*l.* formerly lent, and the Interest due for the same on the said day of, &c. and which from the same day of, &c. should grow due for the said 2600*l.* after the rate aforesaid, until the same should be paid in, as in and by the same Deed or Writing may and doth also appear: Now this Indenture Witnesseth, That for and in Consideration of the Sum of 1350*l.* of good English Mony] to the said Sir G. E. in hand paid by the said Sir J. R. at or before the sealing and delivery of these Presents at the request and desire, and for the proper Debt of the said T. L. being part of the said 2700*l.* principal Mony herein-before-recited to be due and owing unto him the said Sir G. E. and in consideration of the further Sum of 150*l.* of like Mony to the said T. L. also in hand paid by the said Sir J. R. at or before the sealing and delivery hereof, the Receipt of which said several Sums of 1350*l.* and 150*l.* so paid to the said Sir G. E. and T. L. respectively as aforesaid; They the said Sir G. E. and T. L. do hereby respectively confess and acknowledg: And in consideration of the Sum of 5*s.* of like Mony to the said Sir G. E. and T. L. in hand also paid by the said T. C. and J. H. at or before the sealing and delivery hereof, the Receipt whereof the said Sir G. E. and T. L. do hereby also acknowledg which said several Sums of 1350*l.* and 150*l.* and 5*s.* are so paid to the said Sir G. E. and T. L. aforesaid for the absolute Purchase of the said Closes and Premises hereinafter-mentioned; And for the settling assuring and conveying the said Closes and Premises hereinafter-mentioned to and for the several uses, &c. hereinafter-expressed, and for other good Causes and Considerations,

Considerations, thereunto moving, He the said Sir G.E. by and at the request, direction and appointment of the said T. L. (testified by his being a Party to and his sealing and delivery of these Presents) and also the said T. L. have, and each and every of them hath granted, released and confirmed, And by these Presents they the said Sir G. E. and T. L. do and each and either of them doth grant, release and confirm unto the said T. C. and J. H. (in their actual possession now being, &c.) and their Heirs and Assigns, All, &c. Except and always reserved out of these Presents, the Hedges, Ditches and Fences, dividing the said Grounds called the *Home-field*, the *Nine Acres*, *Browns-field*, the *Cow-Lease* and *Chambers-Close*, from other Grounds, Parcel of the said Park called *Balston-Park* hereinafter-mentioned; that is to say, The *New Orchard*, the *Drove*, the *Sixteen Acres*, *Kitchen-Mead*, *Home-Mead*, and *Seat-field*, which said Hedges, Ditches and Fences so excepted as aforesaid, are from time to time, and for ever from henceforth to be kept and maintained in good Condition and Repair, at the Costs and Charges of the said T. L. his Heirs and Assigns, **To have and to hold** the said several Closes of arable Meadow and Pasture-ground, and all and singular other the Premises before-mentioned to be hereby granted, released and confirmed, and every of them with their Appurtenances (except before-excepted) unto the said T. C. and J. H. their Heirs and Assigns, To and for the several Uses, Intents and Purposes hereinafter-mentioned expressed and declared (that is to say) as for and concerning all and every the said Closes, Lands and Premises before-mentioned to be hereby granted (other than and except the said two last-mentioned Closes, called or known by the

Exception of Fences.

Habund. to the said Trustees, and to the uses following, &c.

Settlements.

the name of *Chambers Close* and the *Home-field*) with their Appurtenances, To the use and behoof of the said Sir J. R. and T. L. their, &c. for and during the full End and Term of 99 years from thence next ensuing and fully to be compleat and ended, if the said T. L. and the said E. his Wife shall jointly so long live : In Trust, That they the said Sir J. R. and T. L. and the Survivor of them his, &c. shall and do receive and take the yearly and other Rents, Issues and Profits of the said Closes and Premises so limited to them for 99 years as aforesaid, and every of them with their Appurtenances, and thereout issue and pay yearly and every year during the Joint Lives of the said T. L. and the said E. his Wife, the yearly Sum of 40 £ in good English Mony without any Abatement or Defalcation for Taxes Assessments, or any other impositions or Charges whatsoever imposed or to be imposed by Authority of Parliament, or otherwise howsoever unto such Person and Persons only, and no others, and for such Uses, Intents and Purposes only and no others as the said E. the now Wife of the said T. L. by any Writing under her hand, signed by her alone, without the said T. L. her Husband notwithstanding her Coverture with the said T. L. shall from time to time, nominate, limit and appoint the said yearly Sum of 40 £. being intended and is hereby agreed and declared to be for the seperate Benefit of the said E. for her Cloaths, and to be applicable for that purpose only, and with which the said T. L. her Husband is no ways to intermeddle or have any controlling or disposing Power, the said yearly Sum of 40 £. to be always paid on the, &c. in every year during the continuance of the said 99 years, by even and equal Portions : The first Payment thereof to begin
and

and to be made on, &c. and after Payment of the said yearly Sum of 40 l. in manner as aforesaid, then upon further Trust, That they the said Sir J. R. and T. L. and the Survivor of them, his, &c. do render and pay the whole residue of the said yearly and other Rents and Profits of the same Closes and Premises unto the said T. L. and his Assigns, for and during all the said Term of 99 years, determinable as aforesaid; And upon further Trust that they the said Sir J. R. and T. L. their, &c. shall not during the said Term and Estate for 99 years to them limited as aforesaid, cut down or fell any of the Timber or Trees likely to make Timber on the said Premises, being other than such as may from time to time be necessary for Gates, Stiles and Barrs to be used on the said Premises or some of them; And as touching and concerning the said two excepted Closes called *Chambers Close* and *Home-field*, with their Appurtenances, and also as touching and concerning all and singular the said Closes and Premises hereinbefore-limited in use to the said Sir J. R. and T. L. for 99 years as aforesaid, and every of them, with their Appurtenances immediately from and after the Determination of the said Term and Estate for 99 years, and in the mean time subject thereto, To the use and behoof of the said T. L. for and during the Term of his natural Life, and from and after his Decease, To the use and behoof of the said E. the now Wife of the said T. L. for and during the Term of her natural Life; And from and after her Decease, To the use and behoof of such Child or Children of the said T. L. and of the said E. his Wife between them begotten or to be begotten, and for such Estate and Estates either in Fee-simple, Fee-tail, Life or Lives or Years or otherwise, and that

that either absolute or conditional as they the said *T.L.* and *E.* his Wife by any Deed or Writing, Deeds or Writings, under both their Hands and Seals testified by two or more credible Witnesses shall jointly together during their joint lives and the Survivor of them alone in case of the death of either of them, shall from time to time, nominate, limit or appoint ; And in default of any such Nominations, Limitations or Appointments ; And as the said Estate or Estates, so to be nominated, limited or appointed, shall respectively end or determine : To the use and behoof of all and every the Sons and Daughters of the said *T. L.* and of the said *E.L.* his Wife, between them begotten and to be begotten, as well those which hereafter shall be born, as those which are now born, (other than and except the eldest Son of them the said *T. L.* and *E.* his Wife) equally to be divided between them, Share and Share alike, and to take as Tenants in Common, and not as Joint-Tenants of the Freehold, and of the Heirs of the Body and Bodies of all and every such Sons and Daughters (other than and except such eldest Son as aforesaid) lawfully issuing ; And if any of the said Sons or Daughters to whom any Estate is herein-before limited shall happen to die without Issue of his, her, or their Body and Bodies lawfully issuing, Then the Share and Part of him, her, or them so dying without Issue, of and in the said Premises, shall be to the use of the Survivors of such Sons and Daughters (other than and except such eldest Son as aforesaid) equally to be divided amongst them, Share and Share alike, to take also as Tenants in Common, and not as Joint-tenants of the Freehold ; And of the Heirs of his, her and their several and respective Bodies lawfully issuing ; and if all such Sons and Daughters

Daughters (to whom any Estate is hereinbefore-
 limited) except one shall happen to die without
 Issue of his, her, or their Body and Bodies issu-
 ing, then all the Parts and Shares of him, her,
 or them, so dying without Issue, shall be
 to the use of such Surviving Son or Daugh-
 ter, and of the Heirs of his or her Body law-
 fully issuing, And for default of such Issue to
 the use of the eldest Son of the said T. L. and
 of the said E. his Wife between them begotten,
 and of the Heirs of his Body lawfully issuing;
 And for default of such Issue, To the use and
 behoof of the said E. the now Wife of the said
 T. L. and of her Heirs and Assigns for ever,
 and to and for no other use, intent and purpose
 whatsoever; And the said Estate for life herein-
 before-limited to the said E. the now Wife of
 the said T. L. of and in the said Premises is upon
 special Trust that she the said E. (during so long
 time as there shall be Issue between her, and the
 said T. L. her Husband begotten) shall not cut down
 or sell any of the Timber or Trees likely to make
 Timber on the said Premises being other than
 such as may from time to time be necessary for
 gates, Stiles and Posts to be used on the said
 Premises or some of them; And the said Sir G.
 for himself, his, &c. and for every of them,
 doth covenant, promise, and grant to and with
 the said T. C. and J. H. and either of them,
 their, and either of their Heirs and Assigns by
 these Presents, That he said Sir G. E. hath not
 at any time heretofore made, done, committed
 or executed, or willingly suffered any Act, Mat-
 ter or Thing whatsoever whereby or by Means
 whereof the said Closes and Premises before-
 mentioned to be hereby granted, now are or at
 any time hereafter shall or may be impeached
 or incumbered in Title, Charge, Estate or other-
 wise

A Covenant
 from G. E. that
 he hath not
 done any
 thing to in-
 cumber the
 Premises.

A Proviso,
That *T. L.* and
E. his Wife af-
ter his decease
during her
Life, to make
Leases of the
Premises for
7 years at the
best improved
Rent without
Fine.

wife howsoever ; **Provided**, and it is hereby agreed by and between the said Parties to these Presents, for them, their, &c. that it shall and may be lawful to and for the said *T. L.* from time to time, and at all times during his natural Life, and from and after his Decease, to and for the said *E.* from time to time, and at all times during her natural Life, by any Deed or Writing, Deeds, or Writings, under his or her Hand and Seal testified by two or more credible Witnesses to make any Lease or Leases, Demises or Grants of the said Closes, Lands and Premises before-mentioned, and every or any Part or Parcel thereof to any Person or Persons whatsoever for the Term of 7 years, or for any lesser Term of years in Possession, but not in Reversion, or by way of future Interest so as no such Lease or Leases be made without Impeachment of Waste : And so as upon every such Lease or Leases there be reserved and made payable during all the continuance of such Term and Terms as shall be so made or granted, the best and most improved yearly Rents that can or may be had or gotten for the same without any Fine or Fines, or any other thing or things in the nature or in lieu of any Fine or Fines to be had, taken, or received thereupon or in respect of the making thereof, any thing herein-contained to the contrary thereof in anywise notwithstanding ; And the said *T. L.* for himself, his, &c. and for every of them, doth covenant, promise and grant, to and with the said *T. C.* and *T. H.* and either of them, their, and either of their, &c. by these Presents, That he the said *T. L.* or the said Sir *G. E.* notwithstanding any act, matter or thing done, committed, omitted or suffered by them or either of them or *T. B.* Gent. deceased, late Grandfather of the said *T. L.* or by any other Person or Persons

Persons lawfully claiming or to claim any Estate, Right, Title or Interest, of, into or out of the Premises, or any part thereof, from, by, or under them any or either of them, now at the time of the sealing and delivery of these Presents, are and stand, or some or one of them is and standeth lawfully seized of and in the said Closes and Premises herein-before-mentioned to be hereby granted with their Appurtenances of a good sure perfect absolute and indefeazable Estate of Inheritance in Fee-simple without any Condition, Limitation, Use, or Trust, or any other Matter or thing whatsoever to alter, change, charge, revoke or determine the same Estate: And that they the said *T. L.* and *Sir G. E.* notwithstanding any such Act, Matter or Thing as aforesaid, Have or one of them now hath in him or themselves, good Right, true Title, and lawful Authority to grant and convey the said Closes and Premises before-mentioned with their Appurtenances unto the said *T. C.* and *J. H.* their, &c. to and for the Uses, Intents and Purposes hereinbefore-mentioned expressed and declared according to the true Intent and Meaning of these Presents; And that the said Closes and Premises before-mentioned to be hereby granted and conveyed, and every of them, with their Appurtenances, now are, and from time to time, and at all times for ever hereafter, shall remain, continue and be to and for the several Uses, Intents and Purposes hereinbefore-limited, expressed and declared of and concerning the same and shall and may be accordingly held, used, occupied and enjoyed free and clear, and freely and clearly acquitted, exonerated and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers,

N n

Judg

A Covenant
to make fur-
ther Assu-
rance at any
time within
7 years.

Judgments, Statutes, Recognizances, Executions, Extents, Debts to the King's Majesty, Arrears of Rent, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by the said *T. L.* the said *Sir G. E.* or the said *T. B.* deceased or any other Person or Persons lawfully claiming or to claim any Estate, Right, Title or Interest, of, into, or out of the Premises, or any part thereof, by, from, or under them, any or either of them; And that he the said *T. L.* and his Heirs, and also the said *Sir G. E.* and his Heirs, and all and every other Person and Persons having or lawfully claiming or to claim any Estate or Interest of, in, or to the said Closes and Premises, or any of them, or any part of them, by, from or under them or any of them or the said *T. B.* deceased, shall and will from time to time, and at all times during 7 years next ensuing the date hereof upon the reasonable Request, and at the Costs and Charges of the Party and Parties requiring the same, make, do, acknowledg, levy, and execute, and suffer, or cause to be made, done, acknowledged, levied executed and suffered all and every such further, and other reasonable and lawful Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever for the further, better, more perfect, and absolute assuring and conveying the said Closes and Premises before-mentioned with their Appurtenances to and for the several Uses, Intents and Purposes hereinbefore-mentioned, expressed and declared of and concerning the same, Be the same by Fine or Fines, or any other Matter of Record, or otherwise howsoever, as by the said *T. C.* and *J. H.* their Heirs or Assigns, or their Council Learned in the Law shall be reaso-

reasonably devised or advised and required, so as the Person and Persons required to make such further Assurance be not compelled for the doing thereof to travel from his, her, or their Places of abode, All which said further Assurances shall be and enure, and is and are hereby declared to be and enure to and for the several Uses, Intents and Purposes hereinbefore-limited, expressed and declared for and concerning the same; And to or for no other Use, Intent or Purpose whatsoever; And the said T. L. for himself, his, &c. doth covenant, promise and grant to and with the said Sir J. R. and T. L. and either of them, their, and either of their, &c. by these Presents, That they the said Sir J. R. and T. L. their, &c. shall and may peaceably and quietly have, hold, and enjoy, the said Closes and Premises hereinbefore-limited to them for 99 years as aforesaid and every of them with their Appurtenances for and during all the continuation of the same Term and Estate for 99 years, and shall and may out of the yearly other Rents, Issues and Profits of the same Closes and Premises pay and satisfy the said yearly Sum of 40 *l.* hereinbefore-provided for the separate benefit of the said E. the Wife of the said T. L. in manner, and at the times hereinbefore-appointed for payment thereof according to the true intent and meaning of the said Limitation and the Trust thereof, and of these Presents, without the Lett, Molestation or Hindrance of the said T. L. or the said Sir G. E. or of any other Person or Persons lawfully claiming or to claim any Estate, Right, Title or Interest, of, into, or out of the Premises, or any part thereof from, by, or under them or either of them, or the said T. B. deceased, and in respect the said

A Covenant from T. L. that the Trustees may quietly enjoy the Premises before-limited to them for 99 years during the said Term, and pay E's Wife 40 *l.* per Annum thereout as aforesaid.

Sir J. R. in the Purchase of the said Closes and Premises did allow and pay for the Timber standing and being thereon; It is agreed between the said T. L. and Sir J. R. And the said T. L. for himself, his, &c. doth covenant, promise and agree to and with the said Sir J. R. his, &c. by these Presents, That he the said T. L. shall not nor will at any time hereafter cut down, fell or destroy any of the Timber-trees, or Trees likely to be Timber now standing, growing, or being upon the said Premises, or which at any time hereafter shall be standing, growing or being thereupon, except only what may be necessary for Gates, Stiles, Posts and Barrs to be used and imployed in and about the said Closes and Premises, and not otherwise or elsewhere, And that he the said T. L. his, &c. shall and will from time to time, and at all times hereafter at his and their own proper Costs and Charges well and sufficiently maintain and keep the said Hedges, Ditches and Fences herein before-mentioned to be excepted in good and sufficient Repair.

In Witness, &c.

Memo

Memorandum.

IT was first declared and agreed by and between the within-named *T. L.* and his Wife and the within-named Sir *J. R.* and *T. L.* That during so long time as the said *T. L.* shall pay unto the said Sir *J. R.* and *T. L.* or either of them, their, &c. the yearly Sum of 40 *l.* in and by the within-written Indenture appointed and provided to be raised for the separate benefit of the said *E.* in manner, and at all the times therein-expressed, but no longer, It shall and may be lawful to and for the said *T. L.* and his Assigns, To hold and enjoy the Grounds and Lands in the said Indenture contained whereout the said yearly Sum of 40 *l.* is appointed to be raised without the molestation or hindrance of the said Sir *J. R.* and *T. L.* their, &c. And then the within-written Indenture was sealed and delivered by all the Parties within-named in the Presence of, &c.

An Agreement, That *T. L.* may enjoy the Premises, paying 40 *l.* per An. to the Trustees for his Wife.

*Sir R. O's Settlement of his Estate,
By Sir Fr. Pemberton.*

The Settleor
and his Wife
covenant's to
levy a Fine
*Sur Cogni-
zance de droit
come cco, &c.*

The Uses de-
clar'd.

This Indenture, made, &c. Between Sir R.O. of, &c. and Dame E. his Wife of the one part, and Sir T. M. of, &c. of the other part; ~~Witnesseth~~, That the said Sir R.O. and Dame E. his Wife, for the settling, conveying and assuring the Mannors, Messuages, Farms, Lands, Tenements and Hereditaments hereinafter-mentioned to the Uses, Intents and Purposes hereinafter-limited and declared concerning the same, Have covenanted, promised and agreed, and by these Presents for themselves, their, &c. do covenant, promise and agree, to and with the said Sir T.M. his Heirs and Assigns by these Presents, That the said Sir R.O. and Dame E. his Wife, shall and will before the end of *Mich.* Term next in due form of Law, and according to the Course of Fines in the Court of *Common Pleas* at *Westminster* used, levy and acknowledg before her Majesty's Justices of the said Court of *Common Pleas*, unto the said Sir T. M. and his Heirs, one or more Fine or Fines, *Sur Cognizance de droit come cco, &c.* with Proclamations to be thereupon had and made according to the Form of the Statutes in such Cases made and provided, of all those the Mannors, &c. by such Name or Names, Quantities, Qualities, Additions, and Descriptions to ascertain the same as shall be thought meet: And it is hereby declared and agreed by all the Parties to these Presents, That the said Fine or Fines so or in any manner to be had and levyed of the said Mannors and Premises, shall be and enure, and shall be adjudged and deemed and taken to be and enure to the use and

and behoof of the said Sir R. O. and for during the Term of his natural Life, without Impeachment of or for any manner of Waste, And from and after his Decease, to the use and behoof of the said Dame E. O. for and during the Term of her natural Life without Impeachment, of or for any manner of Waste, And from and after the Decease of the said Sir R. O. and Dame E. his Wife, and the Decease of the longer Liver of them, To the use and behoof of such Child or Children of the said Sir R. O. by him begotten on the Body of the said Dame E. his Wife, and for such Estate or Estates, and in such Proportion or Proportions as the said Sir R. O. and Dame E. his Wife by any Writing or Writings under their Hands and Seals, shall direct and appoint, and in default of such Direction and Appointment, To the use and behoof of such Child or Children of the said Sir R. O. by him begotten on the Body of the said Dame E. and in such manner, and for such Estates, and in such Proportions as the Survivor of them the said Sir R. O. and Dame E. his Wife by any Writing or Writings, or his or her Last Will and Testament by him, or her in the Presence of three or more credible Witnesses to be signed, sealed and published, shall be directed or appointed; And for want of such Direction and Appointment, To the use and behoof of T. O. Esq; Son and Heir apparent of the said Sir R. O. and Dame E. and the Heirs of his Body issuing; And for default of such Issue to the use and behoof of the second, third, fourth, fifth, and all and every other Son and Sons of the Body of the said Sir R. O. on the Body of the said Dame E. his Wife, begotten or to be begotten, and the Heirs Males of the Body and Bodies of all and every such Son and

Sons issuing severally and successively, as such Sons shall be in Seniority of Age, and Priority of Birth : And so always, That every Elder of such Sons, and the Heirs Male of his Body issuing, shall and may be preferred and take before all the younger of such Sons, and the Heirs Males of their Bodies issuing ; And for default of such Issue to the use and behoof of E. O. and M. O. Daughters of the said Sir R. O. and Dame E. and all and every other the Daughter and Daughter of the said Sir R. O. and Dame E. and the Heirs of their respective Bodies issuing ; And for default of such Issue to the use and behoof of the Heirs of the Bodies of the said Sir R. O. and Dame E. his Wife, And for default of such Issue to the use and behoof of the said Sir R. O. and Dame E. his Wife, and their Heirs and Assigns for ever.

In Witness, &c.

Mr.

Mr. A. and his Lady's Settlement.

This Indenture, made, &c. Between *A. A.* of, &c. Gent. and *M.* his Wife of the one part, and *T. C.* of, &c. C. and *J. B.* of, &c. Gent. of the other Part, ~~Witnesseth~~, That in pursuance of certain Articles of Agreement, bearing date, &c. which was before the Inter-marriage of the said *A. A.* with the said *M.* his now Wife, and then executed and made between the said *A. A.* and *J. B.* of the one part, and the said *M.* by the name of *M. M.* of, &c. and the said *T. C.* Party to these Presents of the other part, and in part of performance of the Marriage-Agreement mentioned and comprized in the said Articles on the part and behalf of the said *M.* to be performed, and for the assuring and settling of all and singular the Mannors, Lands, Tenements and Hereditaments hereinafter-mentioned, to and for such Uses, Intents and Purposes, and in such sort as is hereinafter-mentioned: It is covenanted, concluded, and agreed, by and between all the said Parties to these Presents, And the said *A. A.* and *M.* his Wife, for themselves, their, &c. and for every of them, do covenant, promise and grant to and with the said *T. C.* and *J. B.* their, &c. and to and with every of them by these Presents, That they the said *A. A.* and *M.* his Wife shall and will at the proper Costs and Charges in the Law of the said *A. A.* on this side, and before the end of Term next ensuing the date hereof levy and acknowledg in due

A Covenant
to levy a
Fine of the
Premises.

The Uses of
the Fine de-
clared, viz. to
the Husband
for life, sans
Waste, then
to Trustees
to support
contingent
Remainders.

To the Wife
for life, then
to Trustees
to support
contingent
Remainders.

due form of Law, one Fine *sur Cognissance de droit come ceo*, &c. to be engrossed, recorded, and sued forth with Proclamations, according to the Laws and Statutes of *England*, in such case made and provided, and according to the usual Course of Fines in such Cases used and accustomed unto the said *T. C.* and *J. B.* and their Heirs, or to the Survivor of them and his Heirs, Of all that, &c. the said Fine to endure to the several Uses, Behoofs, Intents and Purposes, and with and under the several Limitations, Provisoos and Agreements hereafter in and by these Presents declared, mentioned, limited and expressed concerning the same, and to and for no other Use, Intent or Purpose whatsoever (that is to say) To the use and behoof of the said *A. A.* for and during the Term of his natural Life without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate to the use and behoof of the said *T. C.* and *J. B.* and their Heirs during the natural Life of the said *A. A.* upon Trust to preserve and support the contingent Uses and Estates hereinafter-limited from being defeated or barred, and for that Purpose to make Entries and bring Actions as the case shall require; yet nevertheless to permit and suffer the said *A. A.* and his Assigns to receive and take the Rents, Issues and Profits thereof during the Term of his natural Life, and from and after his Decease, To the use and behoof of the said *M.* his Wife, for and during the Term of her natural Life, and from and after the Determination of that Estate to the use and behoof of the said *T. C.* and *J. B.* and their Heirs, during the natural life of the said *M.* upon Trust to preserve and support the contingent Uses and Estates hereinafter-limited from being defeated and

and barred, and for that Purpose to make Entries, and bring Actions as the case shall require, yet nevertheless to permit and suffer the said *M.* and her Assigns to receive and take the Rents, Issues and Profits thereof during the Term of her natural Life, and from and immediately after her Decease, and the Decease of the said *A. A.* **To the use and behoof of the said *T. C.* Remainder,** and *J. B.* their, &c. for and during the Term &c. of 200 years from thence next ensuing fully to be compleat and ended without Impeachment of or for any manner of Waste upon and subject to the several Trusts, Limitations and Agreements hereafter-mentioned expressed and declared concerning the same Term and Estate, and from and after the end and expiration, Surrender or other Determination of the said Term and Estate for years, then **To the use and behoof** of the first Son of the Body of the said *A. A.* Remainder, on the Body of the said *M.* his now Wife law- &c. fully begotten, or to be begotten, and the Heirs of the Body of such first Son lawfully issuing, And for default of such Issue, **To the use and behoof of the second Son of the Body of the** Remainder, said *A. A.* on the Body of the said *M.* his Wife, &c. lawfully begotten or to be begotten, and the Heirs of the Body of such second Son lawfully issuing, And for default of such Issue **To the use and behoof of the 3^d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and all and every other the** Remainder, Son and Sons of the Body of the said *A. A.* on the Body of the said *M.* his Wife lawfully to be begotten, and the Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, severally and successively and in Remainder one after another as they and every of them shall be in Seniority of Age and Priority of Birth, the elder of such Son and Sons, and the

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

the Heirs of his Body issuing to be always preferred and to take place before the younger of such Son and Sons and the Heirs of his and their Bodies issuing, and for default of such issue, then *To the use* and behoof of all and every the Daughter and Daughters of the Body of the said *A.A.* on the Body of the said *M.* his Wife lawfully begotten or to be begotten, as Tenants in Common, and not as Joint-tenants, and the Heirs of her, and their Body and Bodies lawfully issuing, and for default of such Issue, then *To the use* and behoof of the first Son of the Body of the said *M.* to be begotten by any other Husband, and the Heirs of the Body of such first Son lawfully issuing; and for default of such Issue, *To the use* and behoof of the *2d, 3d, 4th, 5th*, and all and every other the Son and Sons of the Body of the said *M.* lawfully to be begotten by any other Husband, and the Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, the elder of such Son and Sons, and the Heirs of his Body issuing, to be always preferred, and to take place before the younger of such Son and Sons and the Heirs of his and their Bodies issuing, And for default of such Issue, then *To the use* and behoof of all and every the Daughter and Daughters of the Body of the said *M.* lawfully to be begotten by any other Husband as Tenants in Common, and not as Joint-tenants, and the Heirs of her and their respective Body and Bodies lawfully issuing, And for default of such Issue, then *To the use* and behoof of the first Son of the Body of the said *A. A.* on the Body of any other Wife lawfully be-

begotten or to be begotten, and the Heirs of the Body of such first Son lawfully issuing, and for default of such Issue ~~To the use and behoof~~ of the 2d, 3d, 4th, 5th, and all and every other the Son and Sons of the Body of the said *A. A.* on the Body of any other Wife lawfully begotten, or to be begotten, and the Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, the elder of such Son and Sons, and the Heirs of his Body issuing to be always preferred, and to take before the younger of such Son and Sons, and the Heirs of his and their Bodies issuing, And for default of such Issue ~~To the use and behoof~~ of all and every the Daughter and Daughters of the Body of the said *A. A.* on the Body of any other Wife lawfully begotten, or to be begotten, as Tenants in Common, and not as Joint-tenants, and the Heirs of her and their respective Bodies lawfully issuing, And for default of such Issue, then ~~To the use and behoof~~ of the said *M.* her Heirs and Assigns forever, and to and for none other use, intent, or Purpose whatsoever; And as for and concerning the said Term of 200 years herein-before-limited to the said *T. C.* and *J. B.* their, &c.

It is hereby declared and agreed by and between the said Parties to these Presents, That the same is so limited to them as aforesaid upon the Trusts, and to and for the Intents and Purposes, and with and under the Provisoes and Agreements hereinafter-expressed and declared (that is to say) in case there shall be one or more Child or Children of the Body of the said *M.* begotten at the time of the decease of the said *A. A.* (other than

Remainder,
&c.

Remainder,
&c.

The Trust of
the Term of
200 years
declared, viz.
to raise younger
Childrens
Portions.

than and besides such Issue Male or Issue Female of the Body of the said *A.A.* on the Body of the said *M.* to be begotten, who from and after the Determination of the said Term of 200 years shall for the time being be immediately inheritable to the said Mannors, Lordships, Lands, Tenements and Premises according to the Limitations herein-contained) then upon Trust that they the said *T.C.* and *J. B.* or the Survivor of them, or his, &c. shall and do by Sale or Mortgage of the said Term of and in the said Mannors, Lands, Tenements and Premises so limited to them for the Term of 200 years as aforesaid, or of a competent part thereof, and by the Rents and Profits thereof in the mean time, and until such Sale, raise and levy the Sum of 2000 *l.* of lawful Mony of *England* for the Portion and Portions and Maintenance and Education of all and every such Child and Children not being Inheritable as aforesaid, at such time and times and in such Parts and Proportions Manner and Form as the said *A.* and *M.* his Wife or the Survivor of them, shall at any time or times hereafter during their Lives or the Survivor of them, by any Writing or Writings under their Hands and Seals or under the Hand and Seal of the Survivor of them, attested by three or more credible Witnesses, or by the Last Will and Testament of such Survivor to be by such Survivor signed, published and declared in the Presence of the like number of Witnesses, direct, limit or appoint, and in default of such Direction, Limitation or Appointment, unto such Child or Children (not being inheritable as aforesaid) to be equally divided between them share and share alike to be paid unto them in manner following (that is to say) unto such younger Son and Sons at their respective Ages of 21 years, and

and unto the Daughter and Daughters, when they shall respectively attain unto the Age of one and twenty years, or be married, which shall first happen, and do, and shall by and out of the Rents, Issues and Profits of the said Manors, Messuages, Lands, Tenements and Premises so limited for the Term of 200 years, as aforesaid in the mean time and until the said Portions shall respectively become payable as aforesaid, raise and levy such yearly Sum and Sums of Mony for the Maintenance and Education of such Child or Children (not being inheritable as aforesaid) as the said T. C. and J. B. or the Survivor of them, and his, &c. shall think meet the same yearly Sum and Sums of Mony so appointed for maintenance and education as aforesaid not exceeding the Interest of the said respective Portions at the rate of 5 l. per Cent. per Ann. **Provided** always, That in case any of the said Children shall happen to die before their Portions shall become payable as aforesaid, then the Portion or Portions of him, her, or them so dying, shall go and be paid unto, and be equally divided amongst the Survivors and Survivor of them at such time as the original Portion or Portions of such surviving Child or Children shall become payable as aforesaid: **Provided** also, That in case all and every the said Child or Children shall happen to die before their or any of their said Portions shall become payable as aforesaid, then the said several and respective Sums of Mony appointed to be raised, for their Portions as aforesaid, being raised, or so much thereof as shall be then raised, shall be paid unto the Person or Persons to whom the next and immediate Reversion or Remainder of the same Premises expectant upon the same Term of 200 years, shall for the time

time being belong or appertain : And then also the same several and respective Sums of Mony, or so much thereof as shall not be then raised shall not be raised, but shall cease for the benefit of the same Person or Persons in Reversion or Remainder as aforesaid, and upon this further Trust that they the said T. C. and J. B. and the Survivor of them, and his, &c. shall and do from time to time dispose of and pay the residue and Overplus of the Rents and Profits of the same Premises over and above so much thereof as shall be paid to or for the respective Maintenance and Education of the said Child or Children (not being inheritable as aforesaid) unto such Person or Persons who shall be next in Reversion or Remainder of the same Term of 200 years ; *Provided* always, That the said T. C. and J. B. or the Survivor of them and his, &c. shall not sell or mortgage all or any part of the said Mannors, Lordships, Hereditaments and Premises so limited to them for the said Term of 200 years as aforesaid, until some one of the said Portions shall become payable as aforesaid : *Provided* also, and it is hereby further declared and agreed by and between all the said Parties to these Presents, That in case there shall be no Child or Children of the Body of the said A. A. on the Body of the said M. begotten (other than such Issue Male or Female as shall for the time being be immediately Inheritable by vertue of the Limitations aforesaid) or there being such Child or Children, all of them shall happen to die before their or any of their said Portions shall become payable (as aforesaid) or in case the several and respective Sums of Mony appointed to be raised for such Childrens Portions, as aforesaid, and also such maintenace in the mean time, and until such Portions

Portions shall become payable as aforesaid, shall be by the said *T. C.* and *J. B.* or the Survivor of them, and his, &c. raised and levied by the ways and means in that behalf before-mentioned) then and in any of the said Cases and at all times from thenceforth the said Term of 200 years before limited of and in the Premises, or so much thereof as shall remain undisposed of as aforesaid, shall cease, determine and be utterly void, and of none effect, any thing herein-contained to the contrary thereof in anywise notwithstanding: **Provided** always, That it shall and may be lawful to and for the said *A.* *A.* during his life, and for the said *M.* after his decease in case she shall survive him during her Life by Indenture under his or her Hand and Seal to lease all or any part of the said Mannors, Lordships, Hereditaments and Premises, for any Term or Number of years not exceeding 21 years in possession and not in Reversion, Remainder or Expectancy, so as upon every such Lease so to be made as aforesaid there be reserved the most and best yearly Rent that can be reasonably had or obtained for the same without taking any other Sum or Sums of Mony or any other thing by way of Fine or Income for or in respect of any such Lease or Leases, and so as none of the said Leases be made dispunishable of Waste, and so as there be contained in every such Lease so to be made as aforesaid, Clauses of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the respective Lessee and Lessees of such Lease and Leases, seal and execute Counterparts of such Lease and Leases: **Provided** moreover, and it is hereby further declared and agreed by and between

O o

A Proviso, &c.

The like
Power to
grant Leases
at the old
Rents with
Fine.

tween all and every the said Parties to these Presents, That it shall and may be lawful to and for the said *A. A.* during his natural Life, and after his Decease to and for the said *M.* his Wife during her natural Life, in case she shall happen to survive her said Husband, to demise and lett all or any part of the said Mannors, Lordships, Hereditaments and Premises (which now are or within the space of years last past before the date hereof, have been accustomed to be letten) at the old usual Rents upon Fines by Indenture under his or her Hand and Seal to any Person or Persons for any term of years not exceeding 99 years, determinable upon the Death of one, two, or three Person or Persons) in Possession and not in Reversion, Remainder or Expectancy, so as upon every such Lease so to be made there be reserved and made payable during the continuance thereof, so much Rent as is now or was formerly accustomed to be reserved upon the same, or more or a just Proportion of such Rent according to the value of the same Premises so to be leased, so as in every such Lease there be contained such Provisoes and Covenants as are usual in such Cases, and so as the Lessee and Lessees of such Lease and Leases, seal and execute Counterparts thereof: **Provided further** more, and it is hereby further declared and agreed by and between all and every the said Parties to these Presents, That it shall and may be lawful to and for the said *A. A.* and *M.* his Wife at any time or times hereafter during their Lives by any Deed or Deeds, Writing or Writings by them signed and sealed in the Presence of three or more credible Witnesses to revoke, determine, alter, change or make void all

Power of
Revocation.

all or any of the Use or Uses, Estate or Estates, Trust or Trusts before in and by these Presents, created, made or declared of and concerning the said Mannors, Lordships, Lands, Tenements and Hereditaments, and other the Premises herein mentioned, and by the same, or any other Deed or Writing signed and sealed as aforesaid, to raise, limit, appoint and declare, any new or other Use or Uses, Estate or Estates of or concerning the same Premises, or any Part or Parcel thereof, and that from and after such signing and sealing of such Deed or Writing by the said *A. A.* and *M.* his Wife, purporting a Revocation or Alteration of all or any of the Uses, Estates or Trusts hereinbefore-limited and declared of and concerning the said Mannors, Lordships, Hereditaments and Premises herein mentioned, or any part thereof, the said Use and Uses, Estate and Estates, Trust and Trusts, which in or by such Deed or Writing shall be mentioned or declared, to be revoked, altered or changed, shall from thenceforth cease, determine and be come utterly void to all Intents and Purposes whatsoever, and from and after the Limitation or Declaration of any new or other Use or Uses, Estate or Estates, Trust or Trusts, of or concerning the said Mannors, Lordships, Hereditaments and Premises, or any part thereof by the said *A. A.* and *M.* his Wife, by any such Deed or Writing signed and sealed as aforesaid, the said *T. C.* and *J. B.* and the Survivor of them and his Heirs and Assigns shall stand and be seized of the said Mannors, Lordships, Hereditaments and Premises, or so much of the same of and concerning which there shall be any revocation of the said former Use or Uses, Estate or Estates, Trust or Trusts, and any new

Settlements.

or other Limitation or Declaration of the same in manner and form aforesaid unto the use and behoof of such Person and Persons, and for such Estate and Estates, Trust and Trusts, and with and under such Provisoes, Limitations and Agreements as the said *A. A.* and *M.* his Wife shall by any such Deed or Writing signed and sealed as aforesaid, limit, appoint or declare of and concerning the same, and to and for no other Use, Trust, Intent or Purpose whatsoever.

In Witness, &c.

A Draught of Mr. C's Marriage-Settlement.

THIS Indenture, Quadripartite, made, &c.
 Between Sir N. C. of, &c. and Dame S.
 his Wife, and F. C. Son and Heir apparent of
 the said Sir N. C. of the first part, A. B. of, &c.
 Esq; W. F. the Elder of, &c. Esq; J. S. of, &c.
 Esq; W. F. the Younger, of, &c. Esq; of the
 second part; W. B. of, &c. Esq; and A. B. se-
 cond Daughter of the said W. B. of the third
 part; and Sir J. J. of, &c. J. G. of, &c. Esq;
 and the said A. B. and J. S. of the fourth part;
 Witnesseth, That for and in Consideration of a
 Marriage intended shortly to be had and solem-
 nized by and between the said F. C. and A. B.
 and for a Provision and competent Jointure and
 Maintenance to be made and provided for the
 said A. in case she shall happen to survive the
 said F. C. and for settling the Mannors, Messu-
 ages, Lands, Tenements and Hereditaments
 hereinafter-mentioned upon the Trust, and to
 and for the Uses, Intents and Purposes, and with
 and under the Provisoes and Agreements after-
 mentioned; And for and in Consideration of
 the full Sum of 7000 l. of lawful, &c. in hand
 paid to the said Sir N. C. and F. C. or one of
 them by the said W. B. as the Marriage-Portion
 of the said A. B. the Receipt of which said
 7000 l. is hereby acknowledged by the said Sir N. C.
 and F. C. It is covenanted, granted, concluded and
 fully agreed by and between all the said Parties
 to these Presents: And the said Sir N. C. and
 F. C. do for themselves jointly and severally for
 their respective Heirs, Executors, and Admini-
 strators,

strators, and every of them, covenant, promise and grant, to and with the said *A.B. W.F.* the elder *J. S.* and *W.F.* the younger, and every of them and their Heirs by these Presents, That they the said Sir *N.C.* Dame *S.* his Wife, and *F. C.* and every of them shall and will at and before the end of *Mich.* Term next before his Majesty's Justices of his Court of *Common Pleas* at *Westm.* in due form of Law, acknowledg and levy unto the said *W. F.* the Elder, and *J. S.* and their Heirs, one Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations thereupon to be had and made according to the form of the Statute in that Case made and provided, of All, *&c.* or by such other apt and fit names, quantities, qualities, number of Acres, and other Descriptions to ascertain the same, and in such manner and form as by the Council Learned in the Law of them the said *A. B. W.F.* the elder *J. S.* and *W. F.* the younger shall be reasonably devised, advised or required; Which said Fine so of the Premises aforesaid in form aforesaid, or in any other form between the said Parties so to be had and levied, and the Execution thereof, Is hereby by all the Parties to these Presents declared to be and enure, and shall be adjudged, deemed, taken and construed to be and enure; And that the said *W. F.* the elder, and *J. S.* and their Heirs, shall by force and vertue thereof stand and be seized of all the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every every of their Appurtenances, to the Uses, Intents and Purposes hereinafter in these Presents limited, expressed and declared, And to no other Use, Intent or Purpose whatsoever (that is to say) As for and concerning the said Mannor Lordship, *&c.* To the use and behoof of the said Sir *N.C.* until the

the said Marriage shall take effect: And from and after the Solempnization of the said Marriage, then ~~To the use~~ and behoof of the said *F.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waste (voluntary Waste in Houses and Buildings, and cutting down of great Timber other than for Repairs and Building upon the Premises only excepted) And from and after the Determination of that Estate, then ~~To the use~~ and behoof of the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger and their Heirs for and during the natural Life of him the said *F. C.* upon Trust only for the preserving of the Contingent Uses and Estates hereinafter-limited, and to make Entries for the same if it shall be needful; yet so that they the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, and their Heirs, shall not convert the Rents, Issues, and Profits thereof, nor any part thereof, to his or their own Uses, but employ the same to the Uses of the said *F. C.* and from and after the Determination of that Estate, then ~~To the use~~ of the said *A. B.* for and during the Term of her natural Life, for a Provision and Maintenance for her in the name of a Jointure in case she shall happen to survive or outlive the said *F. C.* and in full barr, recompence and satisfaction of Dower to be had or taken by her, out of all or any the Lands, Tenements and Hereditaments of the said *F. C.* whereof he the said *F.* now is or hereafter shall be seized of any Estate of Inheritance; And from and after the Determination of that Estate, then ~~To the use~~ and behoof of the first Son of the said *F. C.* on the Body of the said *A. B.* to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten; And for default of such

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Issue,

Issue, To the use and behoof of the second Son of the said F. C. on the Body of the said A. B. to be begotten, and of the Heirs Males of the Body of such second Son lawfully begotten; And for default of such Issue, To the use of the 3^d Son of the said F. C. on the Body of the said A. B. to be begotten, and the Heirs Males of the Body of such third Son lawfully to be begotten; And for default of such Issue, then To the use of the 4th, 5th, 6th, 7th, 8th, 9th and 10th, and all and every other the Son and Sons of the said F. C. on the Body of the said A. B. to be gotten severally and successively the one after the other in order and Course as they shall be in Seniority of Age, and Priority of Birth, and of the several Heirs Male of their several and respective Bodies lawfully issuing, every Elder of the said Sons, and the Heirs Males of his Body, being always preferred before the younger, and the Heirs Male of his Body; And for default of such Issue, Then in case the said A. B. shall happen to be *Privement Enseint* of a Child or Children by the said F. C. at the time of the Death of the said F. C. To the use of the said A. B. W. F. the elder, J. S. and W. F. the younger, and their Heirs, until such time as the said A. shall be delivered of such Child or Children, or die, which shall first happen: And if such after-born Child or Children shall happen to be a Son or Sons, then To the use and behoof of all and every such after-born Son and Sons severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Males of the Body and Bodies of all and every such after-born, Son and Sons lawfully issuing,

Issuing, the elder of such after-born Sons, and
 the Heirs Male of his Body issuing, being always
 to be preferred, and to take before the younger
 of such after-born Sons, and the Heirs Male of
 his and their Bodies issuing: And for default of
 such Issue, then *To the use of the said Sir N.C.*
 and his Heirs for ever; And as for touching and
 concerning, &c. *To the use of the said Sir N.C.*
 for and during the Term of his natural Life
 without Impeachment of or for any manner of
 Waste (voluntary Waste in pulling down Houses
 and cutting up of great Timber, other than for
 Repairs and Building upon the Premises only
 excepted) And from and after the Determina-
 tion of that Estate, then *To the use of the said*
A. B. W.F. the elder J. S. and W. F. the youn-
ger, and the Survivor of them and his Heirs;
 for and during the natural Life of the said Sir N.
 C. upon Trust, and to the intent to support and
 preserve the contingent Uses and Estates herein-
 after-limited from being destroyed or defeated,
 and for that purpose to make Entries, and bring
 Actions as the Case shall require: But neverthe-
 less to permit and suffer the said Sir N.C. and
 his Assigns, during his natural Life to take the
 Rents, Issues, and Profits of the same Mannors,
 Messuages, Lands, Tenements and Premises
 to and for his and their own use and benefit;
 And from and after the Determination of that
 Estate, *To the use of the said Sir J. J. J.G. A.*
B. and J. S. and their Heirs, for and during the
 natural life of the said Dame S.C. upon and
 under the Trusts, Provisoos, Limitations and
 Declarations hereinafter-mentioned; And from
 and after the determination of that Estate, then
To the use of the said F. C. and A. B. for and
 during the joint Lives of the said F. C. and A.
 B. And from and after the Determination of
 that

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

that Estate, *To the use of the said A. B. W. F.* the elder, *J. S.* and *W. F.* the younger and the Survivor of them and his Heirs, during the joint Lives of the said *F. C.* and *A. B.* upon Trust and to the intent to support and preserve the contingent Uses and Estates hereinafter-limited from being destroyed or defeated, and for that purpose to make Entries and bring Actions as the Case shall require; And from and after the Determination of that Estate, then *To the use of the said A. B. W. F.* the elder *J. S.* and *W. F.* the younger, and the Survivor of them, and his Executors and Administrators, for and during and unto the full end and term of 500 years from thence next and immediately ensuing, and fully to be compleat and ended upon and under the Trusts, Provisoos, Limitations and Declarations herein-after in these Presents mentioned and declared, and to and for no other Intent, Use or Purpose whatsoever, and from and after the Determination of that Estate, *To the use of the said F. C.* for and during the Term of his natural Life: And from and after the determination of that Estate, then *To the use of the said A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, and their Heirs, for and during the natural Life of the said *F. C.* upon Trust, and to the intent to support and preserve the contingent Uses and Estates hereinafter-limited from being destroyed or defeated, and for that purpose to make Entries and bring Actions as the Case shall require; but nevertheless to permit and suffer the said *F. C.* and his Assigns, during his natural Life, to take the Rents, Issues and Profits of the same Mannors, Messuages, Lands, Tenements and Hereditaments and Premises to and for his and their own use and benefit; And from
 and

Settlements.

571

and after the Determination of that Estate, **To** the use and behoof of the first Son of the said **F. C.** on the Body of the said **A. B.** to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten; And for default of such Issue, then **To the use** and behoof of the second Son of the said **F.** on the Body of the said **A. B.** to be begotten, and the Heirs Males of the Body of such second Son lawfully to be begotten; And for default of such Issue, then **To the use** and behoof of the 3^d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and all and every the Son and Sons of the said **F. C.** on the Body of the said **A. B.** to be begotten, severally, successively, and in Remainder, the one after the other, in order and course as they shall be in Seniority of Age and Priority of Birth, and of the several Heirs Males of their several and respective Bodies lawfully issuing, every elder of the said Sons, and the Heirs Males of his Body, being always preferred before the younger, and the Heirs Males of his Body; And for default of such Issue, then in case the said **A. B.** shall happen to be *Privement Enseint* of a Child or Children by the said **F. C.** at the time of the Decease of the said **F. C.** **To the use** of the said **A. B.** **W. F.** the elder, **J. S.** and **W. F.** the younger, and their Heirs, until such time as the said **A.** shall be delivered of such Child or Children, or die, which shall first happen; And if such after-born Child or Children shall happen to be a Son or Sons, then **To the use** and behoof of all and every such after-born Son and Sons, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Males of the Body and Bodies of all and

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

Remainder,
&c.

The Limita-
tion, &c.

and every such after-born Son and Sons lawfully issuing, the elder of such after-born Sons, and the Heirs Male of his Body issuing, being always to be preferred, and to take before the younger of such after-born Sons and the Heirs Male of his and their Bodies issuing; And for default of such Issue, then **To the use of the said Sir N. C. and his Heirs for ever; And as for touching and concerning, &c. To the use and behoof of the said Sir N. C. his Heirs and Assigns for ever:** And as for touching and concerning the Estate before-limited in these Presents to the said Sir J. J. J. G. A. B. and J. S. and their Heirs during the Life of the said Dame S. the true intent and meaning thereof is and is hereby so declared to be, That the said Sir J. J. J. G. A. B. and J. S. and their Heirs shall and may yearly and every year during the life of the said Dame S. have, take, and receive out of the respective Mannors, Lands, Tenements and Hereditaments to them so before-limited, one Annuity or yearly Rent-Charge or Sum of 550 *l.* to be paid to the said Dame S. yearly and every year, during her said Life, without deduction or abatement, of or for any manner of Taxes, Tallages, or other Charges whatsoever at the four most usual Feasts in the year (that is to say) &c. by even and equal Portions; the first Payment thereof to begin and to be made at such of the said Feasts as shall first happen after the Commencement of the said Estate, in full Barr, Recompence and Satisfaction of and for all Dower, Thirds and Jointures, which the said Dame S. is or may be entitled unto, either in Law or Equity, of, in, or out of all or any part of the Premises in the said Fine contained: And the Overplus of the Rents, Issues and Profits of the Premises to pay
and

and deliver over to such Person or Persons to whom the said Premises are in and by these Provisions limited and conveyed next and immediately after the Death of the said S. *Provided also* A *Proviso, &c.* ways, and upon this further Trust in them the said Sir J. J. J. G. A. B. J. S. and their Heirs, and every of them reposed, That in case the said Dame S. shall refuse to accept of the said Annuity or Rent-Charge of 550 l. *per Annum* as aforesaid, and shall resort to any Jointure or Jointures whereunto she shall or may be entitled either in Law or Equity, and thereupon evict the said A. B. of any Part or Parcel of the Mannors, Lands, Tenements and Hereditaments hereby limited to the said A. B. for her Jointure, That then the said Sir J. J. J. G. A. B. and J. S. and their Heirs, shall and may well and truly pay or cause to be paid, and are hereby intrusted to pay unto the said A. B. out of the Premises so to them limited as aforesaid, during the Life of the said Dame S. the full, compleat and entire Rent and yearly value of all and every the said Mannors, Lands, Tenements and Hereditaments, which shall be so evicted as aforesaid, The said Payment to be made at the two most usual Feasts in the year (that is to say) &c. The first Payment to be made at or upon which of the said Feasts shall first happen after such eviction, or other time or times, to which such Eviction shall or may relate: And as for touching and concerning the said Term of 500 years above-mentioned, the true intent and meaning thereof is and is hereby declared to be upon Trust to the Ends, Intents and Purposes following (that is to say) In Case the said F. C. depart this Life, leaving no Issue on the Body of the said A. B. begotten, nor the said A. *Privement Enfeint* of a Child, which shall be afterwards born alive, That

The Term of 500 years is declared to be upon the Trusts following, &c.

That then the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor shall and may at and upon the Request and Desire of the said *A. B.* to be made by her the said *A. B.* within six Months after the Death of the said *F. C.* by Mortgage or Sale of the said Term of and in the said Premises, so limited to them for the Term of 500 years, as aforesaid, or in a competent part thereof, or otherwise raise and levy the Sum of 7000 *l.* of lawful, &c. to be paid to the said *A. B.* in full Recompence, Barr, and Satisfaction of her Jointure, the said *A. B.* at the time of the Payment thereof transferring her said Jointure to the next in Remainder of the said Jointure-Lands by such ways and means as the Council learned in the Law of such Person or Persons in Remainder after the Determination of the same Term shall reasonably advise, devise and require, the said Person in Remainder, bearing and paying all and singular the Charges, in for and about the Execution of the same: And in case the said *F. C.* and *A. B.* or either of them depart this life, leaving no Issue Male on their Bodies begotten, but one or more Daughter or Daughters, or that the said *A. B.* at the time of the Death of the said *F. C.* shall be Enfeint of a Child or Children, which shall be a Daughter or Daughters, That then the said Term so limited as aforesaid, shall be and is hereby declared to be in trust for the raising 8000 *l.* of lawful, &c. out of the Mannors, Lands and Tenements in the said Term comprized either by Mortgage, Sale, or otherwise to be paid to such Daughter or Daughters at her or their respective Age or Ages of 18 years or days of Marriage which shall first happen, such Marriage being by and with the

the consent of such of her or their Parents as shall be then living; But in case either of them the said *F. C.* or *A. B.* depart this life, leaving Issue Sons and Daughters, or a Son and Daughters on their Bodies begotten; or in case the said *A. B.* having a Son before alive, shall be Enfeint of a Child or Children by the said *F. C.* at the time of his Decease, then the said Term of 500 years is intended and hereby declared to be upon this further Trust, and to the End, Intent and Purpose, that the said Trustees and the Survivors and Survivor of them, and his Executors and Administrators shall out of the Rents, Issues and Profits of the Premises be limited to them for the said Term of 500 years as aforesaid yearly pay or cause to be paid to the eldest Son or Heir Male of the said *F. C.* on the Body of the said *A. B.* begotten, the Sum of 200 *l.* for his maintenance from such time as he shall attain his age of 18 years: And so by Mortgage of all or any part of the same Premises, or otherwise raise and levy the Sum of 4000 *l.* of, &c. for the younger Children of the said *F. C.* on the Body of the said *A. B.* begotten to be equally paid and divided amongst them, every Daughter's part to be paid to her or them, at her or their respective Ages of 18 years or 21 days of Marriage, which shall first happen, and every of the Sons part to be paid to him or them, at his or their respective Ages of 21 years: And in case any of them die before his, her, or their respective Age or Ages, at which their said respective Portions are hereby appointed to be paid, then the Share or Shares of him, her and them so dying shall go to and be equally divided amongst the surviving younger Child or Children; And if any of them happen by the Death of the eldest Son to be Heir, and in the place

place of the eldest Son, then his Part or Portion shall go to and be equally divided amongst the remaining younger Child or Children: **Provided** always, and upon this further Trust and Confidence in them the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, their Executors and Administrators reposed, That in case the said *F. C.* die before the said *A. B.* or that both of them die, then the respective Child or Children of the said *F. C.* and *A. B.* shall be maintained and educated by the said Trustees and the Survivors and Survivor of them and his Executors or Administrators out of the Rents, Issues and Profits of the Premises so limited to them for the Term of 500 years as aforesaid, until their respective Ages, at which they are to have, take, and receive his, her, or their respective Portions as aforesaid: **Provided** also, and upon this Condition; And it is hereby declared to be the true intent and meaning of all and every the Parties to these Presents, That in Case the Heir at Law or in Remainder, or such Person or Persons to whom the Premises shall descend or come next and immediately after the Determination of the said Term of 500 years, shall and will well and truly pay or cause to be paid to the good liking and approbation of the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, or the major part of them, the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, All and every the respective Sums of Money aforesaid to such Person or Persons as they shall happen to become due and payable to at the respective times above-mentioned and declared, and shall secure the said Sum of 7000 *l.* in case the said *A. B.* shall require it to be secured by and with her own Allowance and Approbation, and not otherwise.

otherwise: And shall also secure such maintenance for all and every the said Children aforesaid, as the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, and the Survivors and Survivor of them, and his Executors and Administrators are impowered and required to find and make for the said Children until they come to and attain the several and respective Ages aforesaid hereby declared for the several and particular Payments before-limited ordered and appointed to the said Children respectively (the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, and their Executors and Administrators, first deducting and detaining to themselves all and every such Sum and Sums of Money and reasonable Charges as they and every of them shall expend and be put unto in and about the Execution of this Trust) then and after the performance of the said Trusts herein-before-mentioned; The said Term of 500 years shall wait upon and attend the Inheritance of the said Premises, And the said *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, and the Survivors and Survivor of them and his Executors and Administrators, shall at and upon the request and charges of such Heir and Person to whom the said Premises shall next and immediately after the determination of the said Term of 500 years, descend, remain or come, assign, set over, and transfer the said Term of 500 years, and the Premises therein-mentioned to the said Heir or Person to whom the said Premises shall so descend, remain, or come; And also give and yield up to such Heir or Person a true account of, and pay over to him all and every such Sum and Sums of Money as shall be then remaining in his, their, or any of their Hands for or by reason of the said Trust: ~~Provided al-~~ ways, and it is hereby further declared to be the

A Power to
make Leases
for 21 years,
reserving the
best improved
Rent.

true intent and meaning of all the Parties to these Presents, That it shall and may be lawful to and for the said Sir N. C. F.C. and A. B. and every of them from time to time as they shall respectively be in the actual possession of the said Premises to them or either of them before in and by these Premises, limited, to and for their respective Lives or Joint-lives, by Indenture under their respective Hands and Seals to lease all or any part of the said Premises so to them limited as aforesaid to any Person or Persons for any Term or Number of years not exceeding 21 years in Possession, and not in Reversion, Remainder or Expectancy, so as upon every such Lease so to be made as aforesaid there be reserved the most and best yearly Rent that can be reasonably had or obtain'd for the same without taking any Sum or Sums of Mony, or any other thing by way of Fine or Income, for or in respect of any such Lease or Leases, and so as none of the said Leases be made dispunishable of Waste, and so as there be contained in every such Lease so to be made as aforesaid Clauses of Re-entry for non-payment of the Rent or Rents to be thereby reserved, and so as the respective Lessee and Lessees to whom such Lease or Leases shall be made, seal and deliver Counterparts of such Lease and Leases: And also, That the said F.C. may make, settle and secure to any Person or Persons whatsoever, any part of the Mannors, Messuages, Lands, Tenements, Hereditaments and Premises herein-before first limited (not exceeding the yearly Rent of 400 l.) for and in the name of a Jointure for any Woman or

A Proviso, &c. Women he shall hereafter happen to marry: ~~Provided~~ also, and it is hereby declared and agreed by and between all and every the Parties to these Presents, That the Fee-farm Rent of

sol. per Ann. due to the King's Most Excellent Majesty, his Heirs and Successors out of part of the Mannors and Premises herein-before-mentioned, shall be paid and discharged by the said *F.C.* and *A. B.* and all such other Person and Persons to whom the said Mannor and Premises limited to the said *F. C.* and *A. B.* for their Lives for their present Maintenance, and for the Jointure of the said *A. B.* shall come, And that they and every of them shall save harmless and indemnified the said Sir *N. C.* and other Persons concerned in the residue of the Premises, of and from the same, which the said *F. C.* doth hereby covenant and agree to and with the said Sir *N. C.* his Heirs and Assigns shall be done accordingly : And the said Sir *N. C.* for himself, his, &c. and for every of them, doth covenant, promise and grant to and with the said *W. B.* his, &c. and every of them in manner following (that is to say) That he the said Sir *N. C.* at the time of the sealing and Delivery of these Presents, hath good rightful Power, and lawful Authority, to make, settle, limit and appoint, all and singular the Premises, to such Uses, Intentions and Purposes, and with and under such Provisoos, Limitations and Agreements as are herein-before-limited appointed and declared of and concerning the same ; And also that all and singular the Premises, now are, and from time to time, and at all times hereafter shall be and remain free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless, and kept indemnified by the said Sir *N. C.* his, &c. of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Mortgages and Incumbrances whatsoever, had made, done, committed or suffered, or to be had, made,

A Covenant from Sir *N.* That he hath Power to settle.

A Covenant that the Premises are free from Incumbrances.

Covenant to
repair.

Covenant to
leave the
Deer in the
Park.

done, committed, or suffered by him the said Sir N. C. or any other Person or Persons whatsoever, claiming or to claim, by, from, or under him, Except the Leases for years now in being: And further, That the said Mannors, Messuages, Lands, Tenements and Hereditaments first above settled and limited to the said F. C. for his Life, and then to the said A. B. for a Jointure, now are, and at all times hereafter during the respective Lives of the said F. C. and A. B. shall be and remain of the full, clear and certain yearly value of 800 l. beyond all manner of Reprizes: And also, That he the said Sir N. C. shall and will at his wn proper Costs and Charges, set and put into good and sufficient Repair, All and singular the Messuages, Barns and Buildings, which now are standing, and being in and upon the last-mentioned Premises, at or before *Midsummer-day* next ensuing the date of these Presents: And also, That the Woods, Coppices and Underwoods, in and upon the respective Mannors of *Bansted*, *Rovisbury* and *Walton* afore said, do contain fully and clearly 380 Acres: And also, That he the said Sir N. C. at the time of his Death shall and will leave all the Furniture and Household-stuff in the Mansion-house of B. afore said, that are now there (except the Furniture of and for one Chamber which the said D. S. is to have such as she shall choose) to such Heir to whom the said Mansion-house is in and by these Presents limited and appointed: And the said Sir N. C. doth agree and appoint, that the same Goods shall go with and attend the said House for the benefit of such Heir; And the said Sir N. C. doth hereby further covenant, grant and agree, to and with the said W. B. his Heirs, Executors and Administrators, and every of them, That

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in case the now Park of B. shall continue to be a Park at the time of his Decease, then he will leave the Stock of Deer then being upon the said Park to such Heir Male as the Soil of the said Park is limited unto in and by these Presents: And that he will neither give nor dispose of the said Deer by his last Will or any Writing to take effect at or from the time of his Decease, nor suffer the same by his Neglect to fall or come into any other hands whatsoever, than his Heir-Male aforesaid: And Lastly, That he the said Sir N. C. and Dame S. his Wife, and the said F. C. and every of them shall and will from time to time, and at all times hereafter within the space of seven years at the Request, Costs and Charges of the said W. B. his Heirs, Executors, Administrators or Assigns, do and execute, or cause to be done and executed, a l and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute settling, assuring, conveying ratifying and confirming, Of all and singular the above-mentioned Estates, Terms and Agreements according to the several and respective Limitations, Declarations, Covenants, Provisoes and Agreements aforesaid as by the Council Learned in the Law of him the said W. B. his Heirs, Executors, and Administrators, or any of them shall be reasonably advised, devised and required, so as there shall be contained in the said Assurances to be made no further, or other Covenant or Warranty, than is in these Presents, And so as the said Persons that are to do and execute the same be compelled or compellable to travel no further, than the Cities of *London* and *Westminster* for the doing thereof:

A Covenant
for further
Assurance.

And ~~Whereas~~ the said *W. B.* by his Indenture bearing date, &c. upon Consideration of a Marriage with his now Wife *E.* then *E. H.* eldest Daughter of Sir *T. H.* of, &c. did (amongst other things) therein and thereby settle his Lands and Tenements, in, &c. upon the said Sir *T. H.* and *T. H.* Esq; Son and Heir apparent of the said Sir *T. H.* their, &c. for the Term of 99 years upon Trust and Confidence that in case the said *E. H.* should die without Issue Male of her Body begotten, and should leave one or more Daughter or Daughters on her Body begotten by the said *W. B.* That then the said Sir *T. H.* and *T. H.* their, &c. should raise out of the Lands and Tenements aforesaid, the Sum of 3000 *l.* for such Daughter or Daughters as in and by the said in part recited Indenture, relation being thereunto had, may more fully and at large appear : And ~~Whereas~~ the said *W. B.* hath only 3 Daughters by the said *E.* his now Wife : But forasmuch as the said *W. B.* hath well and truly paid to the said Sir *N.* and *F. C.* or one of them the full Sum of 7000 *l.* of lawful, &c. as the Portion of the said *A. B.* his second Daughter upon her Marriage with the said *F. C.* It is hereby fully and absolutely concluded and agreed by and between the said Sir *N. C.* *F. C.* and *W. B.* and every of them, That the said 7000 *l.* so paid down as aforesaid, shall be construed, taken and adjudged to be in lieu and full satisfaction and discharge of all and every other Sum and Sums of Money whatsoever, which he the said *F. C.* shall or may at any time hereafter be intituled unto in right of the said *A. B.* for or by reason of the afore-recited Lease of 99 years or any matter or thing therein-contained : And the said Sir *N. C.* and *F. C.* and each of them, do hereby acknowledg and declare the Receipt of the said

7000 *l.*

7000 *l.* by them or one of them of the said *W. B.* to be by them had, taken, and received in lieu and full satisfaction of all such future Rights, Titles, Claims, and Pretences, as the said *F. C.* or any one claiming, by, from, or under him, may have or make by vertue of the said Lease of 99 years, or any matter or thing therein-contained: And the said *F. C.* for himself, his, &c. and every of them, doth hereby covenant, promise and agree to and with the said *W. B.* his, &c. and every of them by these Presents, That he the said *F. C.* and the said *A. B.* and each of them shall and will from time to time, and at all times hereafter, at the Request, Costs and Charges of the said *W. B.* his, &c. do, give, make, acknowledg, suffer, and execute, or cause to be done, given, made, acknowledged, suffered and executed unto the said *W. B.* his, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurances and Conveyances in the Law whatsoever, as shall be reasonably advised or devised by the Council Learned in the Law of the said *W. B.* his, &c. for the Discharge, Acquittal and Disclaim of all and every the Right, Title, Claim and Pretence of them the said *F. C.* and *A. B.* or either of them, of, in and to the said 3000 *l.* or any part thereof, for or by reason of the said Lease for 99 years: And Lastly, The said Sir *N. C.* for himself, his, &c. and for every of them, doth covenant, promise and agree to and with the said *W. B.* his, &c. and every of them, That all the said Mannors, Lands, Tenements and Premises hereinbefore-limited to and upon the said *F. C.* and his Issue Male in present and after the Death of the said Sir *N. C.* are of the full yearly value of 1900 *l.* holding Rents.

In Witness, &c.

P p 4

A

A Covenant to lay out the Wives Portion being 2000 l. and to add 2000 l. more to it, and which is agreed to be laid out in Purchase of Lands to be settled, as herein is mentioned.

This Indenture, made, &c. Between D. T. of, &c. Gent. of the one part, and R. W. of, &c. and B. W. Daughter of him the said R. W. of the other part, *Witnesseth*, That the said D. T. in consideration of a Marriage which by the Divine Permission is intended shortly to be had and solemnized between him the said D. T. and the said B. W. And of the Sum of 2000 l. to be paid and disposed of in such manner as is herein after expressed as and for a Marriage-Portion with the said B. in case the said Marriage take effect, Doth for himself, &c. covenant, promise and agree to and with the said R. W. his, &c. by these Presents in manner and form following (that is to say) That he the said D. T. his, &c. shall and will within the time and space of one year next after the Solemnization of the said Marriage pay and depose the Sum of 2000 l. of lawful, &c. to P. W. of, &c. which with the like Sum of 2000 l. to be raised and paid within the time aforesaid by the said R. W. with his said Daughter as a Marriage-Portion, in case the said Marriage take effect, shall be laid out on a Purchase of Freehold Messuages, Lands and Hereditaments in Fee Simple in Possession within the Realm of Eng-
land,

land, when and as soon as such Purchase can be had and made to the good liking and approbation of them the said *R. W.* and *D. T.* or the Survivor of them, or the Executors or Administrators of such Survivor, to be conveyed and settled to and upon two Persons (to be indifferently chosen by the toParties these Presents, their Executors or Administrators) and their Heirs, To and for such Uses, Intents and Purposes, and upon such Trusts and under such Provisoos, Limitations and Agreements, as are herein-after expressed, limited, and declared (that is to say) **To the use** of the said *D. T.* for and during the Term of 99 years if he shall so live, without Impeachment of Waste: And from and after the Determination of that Estate, then **To the use** of the said Trustees and their Heirs for and during the Life of the said *D. T.* upon Trust to preserve the contingentUses and Estates hereinafter-mentioned from being defeated and destroyed; And for that purpose to bring Actions and make Entries as the Case shall require; but nevertheless to permit and suffer the said *D. T.* and his Assigns to receive and take the Rents, Issues and Profits of the Premises (so to be purchased as afore said) during his life, to and for his own use and benefit; And from and after the Decease of the said *D. T.* then **To the use** of the said *B.* his intended Wife during the Term of her natural Life for her Jointure, and in Barr of her Dower: And from and after the several Deceases of them the said *D.* and *B.* without Impeachment of Waste, upon the Trusts and under the Provisoos hereinafter-declared; And from and after the End and Determination of the said Term of 200 years, to commence from and after the several deceases of them the said *D.* and *B.* without Impeachment of Waste upon the Trusts, and
under

under the Provisoes hereinafter-declared; And from and after the End and Determination of the said Term of 200 years, **To the use** and behoof of the first Son of the Body of the said *D.* on the Body of the said *B.* to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing; And for default of such Issue, **To the use** and behoof of the 2^d Son of the Body, of said *D.* on the Body of the said *B.* to be begotten, and the Heirs Males of the Body of such second Son lawfully issuing; And for default of such Issue, **To the use** of the 3^d, 4th, 5th, 6th, 7th, 8th, 9th and 10th and every other Son and Sons of the said *D.* on the Body of the said *B.* to be begotten severally successively, and in Remainder one after another in order and course as they shall be in Priority of Birth and Seniority of Age, and of the several Heirs Males of their several and respective Bodies lawfully issuing, the elder of such Sons and the Heirs Males of his Body lawfully issuing, being always to be preferred and take before the younger, and the Heirs Males of his Body issuing; And for default of such Issue, then **To the use** and behoof of all and every the Daughter and Daughters of the Bodies of the said *D.* and *B.* to be begotten between them, and the Heirs of the Bodies of such Daughter and Daughters lawfully issuing, To take as Tenants in Common, and not as Joint-Tenants; And for default of such Issue, then **To the use** of the said *D.* and *B.* their Heirs and Assigns for ever, and to and for no other use, intent or purpose whatsoever; And it is hereby declared and agreed by and between all the Parties to these Presents, That the said Term of 200 years so agreed to be limited to the said Trustees, shall be limited to them upon Trust, That in case the
said

said *D. T.* shall have more Children by the said *B.* than one Issue Male, who shall be entituled to the Inheritance of the Premises so to be purchased by virtue of the Limitations hereinbefore-mentioned, They the said Trustees, their, &c. shall and do by Sale or Mortgage of the same Term of years of the Premises so to be purchased, or of a competent part thereof, and by the Rents and Profits thereof in the mean time and until such Sale, levy and raise the Sums of Money hereinafter-mentioned for Portions for Daughters and younger Sons of the Body of the said *D. T.* on the Body of the said *B.* to be begotten (that is to say) if there shall be but one such other Child and the same be either Son or Daughter, then the Sum of 1000 *l.* of lawful Mony of *England*, for the Portion of such Child, and if there be two or more such Children, then the Sum of 2000 *l.* of like Mony for such Children to be divided amongst them, share and share alike, the said Portion or Portions to be paid to such Child or Children if a Son or Sons, at his or their respective Ages of 21 years, and if a Daughter or Daughters, at their respective ages of 21 years or days of Marriage which shall first happen; *Provided*, That if any of the said Children who are to have such Portions shall happen to die before his or her Portions become payable as aforesaid, then the Portion or Portions of him or her so dying, shall go and be paid to the Survivor or Survivors of such Children at such times as the original Portion shall become payable, share and share alike; *Provided*, That no one such Child shall have for his or her Portion more than the Sum of 1000 *l.* by virtue of these Presents: *Provided* also, That if all such Children shall happen to die before any of the said Portions shall become payable, then
all

A Proviso, &c.

all the said Portions to cease, and not be raised, and then the said Term of 200 years to cease and become void: **Provided**, That no such Sale or Mortgage shall be made until some of the said Portions shall become payable: **Provided also**, That when all the said Portion or Portions shall be paid, then the said Term of and in the said Premises so to be purchased, or so much thereof whereof no such Sale or Disposition shall be made, shall cease and determine: **Provided also**, That whatsoever Sum or Sums of Mony, Lands or Hereditaments shall be given or left by the said *D. T.* to such Child or Children for and towards their advancement shall be accounted as part of their said Portions in case the said *D. T.* shall so declare the same in Writing under his Hand and Seal, or by his Last Will and Testament in Writing: **Provided also**, That if there shall be but only one Child of the Body of the said *D. T.* on the Body of the said *B.* to be begotten and the same shall be a Daughter, who shall attain the age of 21 years or be married, or being more, they shall all of them, excepting one Daughter, happen to die under the age of 21 years, or before their Marriage, Then in such case it shall and may be lawful, To and for the said *D. T.* by Writing under his Hand and Seal, or by his Last Will and Testament in Writing (without prejudice nevertheless to the said Estate of the said *B.*) to charge the Premises so to be purchased with any Sum or Sums of Mony not exceeding the Sum of 1000 *l.* at his own Will and Pleasure, and for such Uses, Intents and Purposes as he shall think fit: And in such Case if he the said *D. T.* shall not nor do not in his life-time charge the Premises as aforesaid or shall not charge the same with the full Sum of 1000 *l.* then it shall and may be lawful to and for the said

said B. (in case she survive the said D.) by Writing under her Hand and Seal, or by her Last Will and Testament in Writing to charge the said Premises with any Sum or Sums of Money not exceeding 1000 l. or otherwise, with so much Money as shall make up what shall be so charged by the said D. the full Sum of 1000 l. at her own Will and Pleasure to and for such Uses, Intents and Purposes as she shall think fit, In which Settlement shall be contained a Proviso, or Power to and for the said D. and B. respectively, when they shall be respectively in possession of the Premises (so to be purchased) by virtue of the Limitations above-mentioned from time to time by Indenture under their respective Hands and Seals to make any Lease or Leases, of the same Premises, or any part thereof to any Person or Persons, for any Term or Number of years not exceeding 21 years, so as upon every such Lease be reserved so much yearly Rent as can be reasonably had or obtained for the same without taking any Sum or Sums of Money, or other things by way of Fine or Income; And so as none of the said Leases be made punishable of Waste, and under such other Provisoes and Covenants as are usual in like Cases: ~~Provi-~~ ded also, and it is hereby declared and agreed by and between all the Parties to these Presents: That the said P. W. his Executors and Administrators shall have Power until such Purchase can be made to put out the Monies to be deposited in his Hands as aforesaid, upon Securities at Interest, so as that the same be done by a consent and approbation of the said R. W. D. T. and B. W. his intended Wife, or the Survivors or Survivor of them, or the Executors or Administrators of such survivor; And it is hereby further declared and agreed, That the Interest of the same

A Power for the Husband and Wife respectively when in Possession of the Premises to let Leases for 21 years at the best improved Rent.

A Power, That the Person to whom the 4000 l. is to be paid may lend the same at Interest, with consent of the Parties, until a Purchase can be had.

A Covenant
from the Fa-
to pay the
2000 *l.* to be
laid out in a
Purchase as
aforesaid, &c.

same Monies until such Purchase shall go and be paid to the Person to whom the Rents of the Premises so to be purchased ought to have gone in case the same were purchased; And the said *R. W.* for himself, &c. and for every of them, doth covenant, promise and grant to and with the said *D. T.* his, &c. by these Presents, That if the said Marriage between the said *D. T.* and the said *B.* the Daughter of him the said *R. W.* take effect, He the said *R. W.* his, &c. shall and will within the time and space of one year from the solemnization of the said intended Marriage well and truly pay and deposit into the hands of the said *P. W.* as a Marriage-Portion with or for the said *B.* his Daughter, the Sum of 2000 *l.* of lawful Mony of *England* to be added to the like Sum of 2000 *l.* so as aforesaid to be paid by the said *D. T.* to make up one intire Sum of 4000 *l.* of like lawful, &c. and the same to be laid out in the Purchase of Lands, Messuages, Tenements or Hereditaments in manner and for the Uses before-mentioned: And it is hereby further agreed, That in case after the said Marriage be solemnized the said *B.* shall happen to die in the life-time of the said *D.* and within two years after the said Marriage leaving no Issue of her Body then living, then the said *R. W.* his Executors or Administrators shall have the full Sum of 500 *l.* of the said Sum of 2000 *l.* payable by him as aforesaid or otherwise shall have an 8th part of the Lands and Premises so to be purchased to the use of him and his Heirs.

In Witness, &c.

This

This Indenture, *Quadripartite*, made, &c.
 Between the Right Honourable J. Lord
 C. and the Right Honourable the Lady E. his
 Wife, and Dame E. B. Widow, Relict of Sir H.
 B. late of, &c. of the first part, the Honourable
 J. B. Esq; Son and Heir apparent of the said
 J. Lord C. and Lady E. and M. L. only Daugh-
 ter of Sir T. late of, &c. of the second part,
 Sir R. C. of, &c. and Sir S. L. of, &c. of the
 third part, and A. J. Esq; and W. B. of, &c. of
 the fourth part; **Whereas**, There is a Marriage
 by the Permission of God intended shortly to
 be had and solemnized between the said J.
 B. and M. L. **Now this Indenture Witnesseth**,
 That for and in Consideration of the said intend-
 ed Marriage, and of the Sum of 10000 l. of
 lawful, &c. to the said J. Lord C. and J. B.
 or one of them in hand paid and satisfied or fe- Consideration.
 curred to be paid and satisfied by the said M. L.
 being the Marriage Portion of the said M. L. the
 Receipt whereof they the said J. Lord C. and
 J. B. do hereby acknowledg, and themselves
 therewith fully satisfied, and for and in Consi-
 deration of the Sum of 5 s. apiece of lawful
 Mony of *England* to the said J. Lord C. Dame
 E. B. and J. B. in hand paid by the said Sir R.
 C. and Sir S. L. the Receipt whereof is hereby
 likewise acknowledged, And for providing a
 competent Jointure and Livelyhood for the said
 M. L. in case she shall after the said intended
 Marriage happen to survive the said J. B. her
 intended Husband; And for the settling the
 Mannors,

A Covenant
to levy a Fine
to enure for
the making a
Tenant to the
Precipe

Mannors, Messuages, Lands, Tenements, and Hereditaments hereinafter-mentioned upon the Trusts, and to and for the Uses, Intents and Purposes, and with and under the Provisoes and Agreements hereinafter mentioned, expressed and declared, and for divers other good Causes and Considerations them the said J. Lord C. Dame E. B. and J. B. thereunto especially moving, They the said J. Lord C. Dame E. and J. B. do covenant, grant and agree, to and with the said Sir R. C. and Sir S. L. and their Heirs and Assigns by these Presents, That they the said J. Lord C. and the Lady E. his Wife, Dame E. B. and J. B. shall and will before the end of *Hillary* Term now next ensuing, acknowledg and levy before his Majesty's Justices of the Court of *Common Pleas* at *Westminster* in due form of Law, one or more Fine or Fines, *Sur Cognizance de droit come ceo, &c.* whereupon Proclamations shall and may be had according to the form of the Statute in that case made and provided, and the usual course of Fines in such cases, of All those the Mannors and Lordships of, &c. with their and every of their Appurtenances, and all Messuages, Lands, Tenements and Hereditaments, situate in the several Parishes of, &c. and every of them in the County of *H.* And all that Messuage or Tenement with the Appurtenances commonly called or known by the name of, &c. situate, &c. in the said County of, &c. And all and all manner of Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Leafows, Pastures, Feedings, Woods, Underwoods, Ways, Water-courses, Easiments, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said Messuages

suages or Tenements belonging or in anywise
 appertaining or accepted, reputed, known or ta-
 ken as part parcel or member thereof, unto the
 said Sir R. R. and Sir S. L. and their Heirs or
 the Heirs of one of them by such apt and con-
 venient Name and Names, Quantities and Qua-
 lities, Number of Mannors, Messuages and Acres,
 Qualities and Species of Lands, and other De-
 scriptions to ascertain the same, as shall be
 thought meet and convenient, which said Fine
 and Fines, and all other Fine and Fines, Con-
 veyances and Assurances in the Law what-
 soever, already had, made or levied, or here-
 after to be had, made or levied, of the said
 Mannors, Messuages, Lands, Tenements and
 Hereditaments, or any of them, or by or be-
 tween the said Parties to these Presents, or any
 of them, or whereunto they or any of them
 are or shall be Parties or Privies shall be and
 are hereby declared to be and enure, and were
 and are meant and intended to be and enure To
 the use and behoof of the said Sir R. C. and
 Sir S. L. their, &c. forever, To the intent and
 purpose nevertheless, That one or more Com-
 mon Recovery or Recoveries may be thereof had
 and suffered in such manner as herein-after is
 expressed. For which purpose, it is hereby cove-
 nanted, declared and agreed, by and between
 all the said Parties to these Presents, That it
 shall and may be lawful to and for the said A. J. A Covenant
 and W. B. at the Costs and Charges in the Law to suffer a
 of the said J. Lord C. before the end of the Common
 said Hillary Term to sue forth and prosecute out Recovery.
 of the High Court of Chancery, one or more
 Writ or Writs of Entry *Sur disseisin in le post*,
 retornable, and to be retorned before the Justi-
 ces of the Court of Common Pleas at Westmin-
 ster, at some Return-day of the same Term,
 Qq thereby

thereby demanding by such apt and convenient Names, Quantities, Qualities, Number of Mannors, Messuages and Acres, and other Descriptions as shall be thought fit, All and every the afore-said Mannors, Messuages, Lands, Tenements, and Hereditaments and Premises against the said Sir R. C. and Sir S. L. or the Survivor of them, or the Heirs of such Survivor, To which said Writ or Writs the said Sir R. C. and Sir S. L. or the Survivor of them, or the Heirs of such Survivor shall appear *gratis* and enter into the Warranty, and vouch to Warranty, the said J. B. who shall likewise appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the said J. Lord C. who shall likewise appear *gratis* and enter into the Warranty, and vouch over to Warranty, the Common Vouchee of the same Court, who shall also appear and enter *gratis* into the Warranty, and imparle, and after Imparlance shall make default and depart in Contempt of the Court, so as Judgments may be thereupon had and given for the said A. J. and W. B. to recover the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises intended to be comprized in the said Recovery or Recoveries against the said Sir R. C. and Sir S. L. or the Survivor of them, or the Heirs of such Survivor, and for the said Sir R. C. and Sir S. L. or the Survivor of them, or the Heirs of such Survivor to recover over in value against the said J. B. and for the said J. B. to recover over in value against the said J. Lord C. and for the said J. Lord C. to recover over in value against the said Common Vouchee, and that Executions may be thereupon awarded accordingly, and all and every Act and Thing may be done and executed needful for the suffering and perfecting one or
more

more Common Recovery or Recoveries of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with Vouchers as aforesaid, according to the Course of Common Recoveries in such Case had: And it is hereby declared, concluded, and fully agreed, by and between all the said Parties to these Presents, That after the said Recovery or Recoveries so as aforesaid, or in any other manner, or at any other time or times had or suffered, or to be had or suffered, and from and after the suffering and perfecting of the said Recovery or Recoveries, the said Fine and Fines, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Assurances in the Law whatsoever heretofore had, made, or executed, or hereafter to be had, made, or executed, of the said Mannors, Messuages, Lands, Tenements Hereditaments and Premises, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them: are or shall be Parties or Privies shall be and enure, and shall be adjudged, construed, deemed and taken, and so are and were meant and intended to be and enure, and the Recoveror and Recoverors in the said Recovery or Recoveries, named and to be named, and his and their Heirs shall stand and be seized of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises comprized, or intended to be comprized in such Recovery and Recoveries, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos, Limitations and Agreements, as are hereinafter expressed and declared, of and concerning the same (that is to say) To the use and behoof of the said J. Lord C. his Heirs and Assigns, until the said intended Marriage shall take effect: And from

The Uses of
the Recovery
declared, &c.

after the Solemnization of the said intended Marriage, Then as for and concerning certain (*here name the Parcels*) their and every of their Appurtenances, *To the use and behoof* the said J. Lord C. for and during the joint Lives of him the said J. Lord C. and the said J. B. without Impeachment of Waste; And from and after the Determination of that Estate, *To the use and behoof* of the Lady E. for and during the Joint-lives of her the said Lady E. and the said J. B. And from and after the Determination of that Estate, *To the use and behoof* of the said J. B. for and during the term of his natural Life, without Impeachment of Waste; And as for and concerning all that the Mannor of (*here name the Particulars*) with their and every of their Appurtenances, *To the use and behoof* the said J. B. for and during the Term of his natural Life, without Impeachment, of or for any manner of Waste; and from and after the Determination of that Estate, *To the use and behoof* the said A. J. and W. B. their Heirs and Assigns during the Life of the said J. B. upon Trust to preserve and support the Contingent Uses and Estates hereinafter-limited, from being defeated or barred; And for that purpose to make Entries, and bring Actions as the case shall require, yet nevertheless to permit and suffer the said J. B. and his Assigns, to receive and take the Rents, Issues and Profits thereof during the Term of his natural Life, and from and after the Decease of the said J. B. then as for and concerning the said third part of, &c. aforesaid with their and every of their Appurtenances, *To the use and behoof* of the said J. Lord C. for and during the joint Lives of him the said J. Lord C. and the said M. And from and after the Determination of that Estate, *To the use and behoof* of the said

said Lady E. for and during the joint Lives of
 her the said Lady E. and the said M. And as for
 and concerning the said Mannors of, &c. with
 their and every of their Appurtenances from
 and immediately after the Decease of the
 said J. B. To the use and behoof of the said
 M. the intended Wife of the said J. B. for
 and during the Term of her natural Life
 for her Jointure, and in Lieu, Barr and Satis-
 faction of her Dower and Thirds at the Com-
 mon Law, which she shall or may have or claim
 into or out of all or any the Mannors, Lands,
 Tenements or hereditaments whereof or where-
 in the said J. B. is or shall be seized of any Estate
 of Freehold and Inheritance during the Cover-
 ture between them; And as for and concerning
 the said Mannors, Hereditaments and Premises
 hereinbefore-limited to the use of the said J. B.
 for the Term of his natural Life, from and im-
 mediately after the Determination of the re-
 spective Estates thereof hereinbefore-limited,
 and as the same shall respectively end and de-
 termine, To the use and behoof of the first Son
 of the Body of the said J. B. on the Body of
 the said M. lawfully to be begotten, and the
 Heirs Males of such first Son lawfully issuing,
 And for default of such Issue, To the use and be-
 hoof of the second Son of the Body of the said
 J. B. on the Body of the said M. lawfully to
 be begotten, and the Heirs Males of such se-
 cond Son lawfully issuing, And for default of
 such Issue, To the use and behoof of the 3^d, 4th,
 5th, 6th, 7th, and all and every other the Son
 and Sons of the said J. B. on the Body of the
 said M. lawfully to be begotten severally and
 successively and in Remainder one after another
 as they and every of them shall be in Seniority
 of Age and Priority of Birth, and the sever-

ral and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing The elder of such Son and Sons, and the Heirs Male of his Body issuing, being alway preferred, and to take before the younger of such Son and Sons, and the Heirs Male of his and their Bodies issuing; And for default of such Issue, and in case the said *M.* shall happen to be enfeint of a Child or Children by the said *J.B.* at the time of his Decease, then as for and concerning the, &c. with their and every of their Appurtenances from and after the Determination of the Estates thereof before-limited, **To the use of the said *M.* until she shall be delivered of such Child or Children, or die, which shall first happen; and if such after-born Child or Children shall happen to be a Son or Sons, then To the use and behoof of all and every such after-born Son and Sons, severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such after-born Son and Sons lawfully issuing, the elder of such after-born Son and Sons, and the Heirs Males of his Body issuing, being always preferred and to take before the younger of such after-born Son and Sons, and the Heirs, Males of his and their Bodies issuing: And for default of such Issue, as for and concerning All the said Mannors, Hereditaments and Premises before-limited, to the use of the said *J.B.* for the Term of his natural Life (other than and except the said Land and Premises in, &c. afore-said) **To the use and behoof the said Sir *R.C.* and Sir *S.L.* for and during the full time and Term of 500 years from thence next ensuing fully to be compleat and ended without Impeachment****

ment of Waste upon such Trusts and for such Intents and Purposes, and with and under such Proviso'es and Agreements, as are hereinafter-expressed and declared of and concerning the same, And from and after the Determination of the said Term of 500 years, *To the use and behoof* the said *J. Lord C.* and the Heirs Males of his Body lawfully begotten, or to be begotten, and for default of such Issue, *To the use and behoof* of the Heirs and Assigns of the said *J. Lord C.* for ever and to and for no other Use, Intent or Purpose whatsoever; And as for and concerning the said Mannor of, &c. with their and every of their Appurtenances, and all and every other the Premises, not hereinbefore-limited to the said *J. B.* for the Term of his natural Life, or to the said *M.* for her life for her Jointure, To the use and intent that the said Dame *E. B.* and her Assigns shall and may yearly and every year during the Term of her natural life, have, receive and take out of the said last-mentioned Mannors, &c. the yearly Rent or Sum of 300 *l.* freed, discharged and clear of all Taxes, Assessments, Impositions and Payments, taxed or imposed or to be taxed or imposed upon the same Mannors, Hereditaments and Premises, or any of them, or upon the said yearly Rent of 300 *l.* or any part thereof, or upon the said Dame *E. B.* or her Assigns for or in respect thereof, payable and to be paid, at or in, &c. in or upon the two most usual Feasts or Days of Payment in the year (that is to say) the Feasts of, &c. by even and equal Payments; the first Payment thereof to begin and be made on the Feast-day of, &c. And to this further use and intent; That if the said yearly Rent or Sum of 300 *l.* or any part thereof shall be behind and unpaid by the space of one and twenty days next over or after any

A Clause of
Distress for
the 300 *l.*
per Annum
Rent.

of the said Feasts or days of Payment, whereon the same ought to be paid as aforesaid; then and so often it shall and may be lawful to and for the said Dame E. B. and her Assigns, into and upon the said last-mentioned Mannors, Hereditaments and Premises, or into and upon any part thereof to enter and distrain, and the Distress and Distresses, then and there found to take, leed, drive, carry away, and impound, and in Pound to detain and keep, until she and they shall be of the said yearly Rent or Sum of 300 £. and all Arrearages thereof (if any shall then be) together with the Charges of such Distress and detaining fully paid and satisfied: **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, that in case the said yearly Rent or Sum of 300 £. or any part thereof shall happen to be behind and unpaid by the space of 50 days next over or after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid being lawfully demanded, then and so often it shall and may be lawful to and for the said Dame E. B. and her Assigns into and upon the said last-mentioned Mannors, Hereditaments and Premises or into or upon any part or parcel thereof in the name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the Rents, Issues and Profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall thereby or therewith be fully satisfied and paid, all the Arrearages of the said yearly Rent, or yearly Sum of 300 £. and all loss and damages, which she or they shall be put unto or sustain by reason of the non-payment thereof at the days and times in that behalf before-mentioned; And as for and concerning the said last-mentioned Mannors,

&c. with their and every of their Appurtenances so charged and chargeable with, and subject and liable to the Payment of the said yearly Rent or yearly Sum of 300 *l.* in manner aforesaid; And as for and concerning all those the aforesaid Demeasns Lands, Messuages, Hereditaments and Premises in, *&c.* aforesaid, limited in Jointure to the said *M.* immediately from and after the determination of the respective Estates thereof hereinbefore-limited and declared, and as the same shall respectively end and determine, *To the use* and behoof of the said *J. Lord C.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and from and after the Decease of the said *J. Lord C.* *To the use* and behoof of the said Lady *E. B.* for and during the Term of her natural Life, and from and after the Decease of the said *J. Lord C.* and the Lady *E.* *To the use* and behoof the said *J. B.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and from and after the Determination of that Estate, *To the use* and behoof the said *A. J.* and *W. B.* and their Heirs and Assigns during the natural Life of the said *J. B.* upon Trust to preserve and support the contingent Uses and Estates herein-after-limited of and in the same Mannors, Hereditaments and Premises from being defeated and barred, and for that purpose to make Entries and bring Actions as the Case shall require; Yet nevertheless to permit and suffer the said *J. B.* and his Assigns, to receive and take the Rents, Issues and Profits thereof for and during the Term of his natural Life, and from and after the Decease of the said *J. B.* *To the use* and behoof of the first Son of the Body of the said *J. B.* on the Body of the said *M.* lawfully to be begotten,

ten, and the Heirs Males of the Body of such first Son lawfully issuing, And for default of such Issue, **To the use and behoof of the second Son of the Body of the said J. B. on the Body of the said M. lawfully to be gotten, and the Heirs Males of the Body of such second Son lawfully issuing, and for default of such Issue, To the use and behoof of the 3d, 4th, 5th, 6th, 7th, and all and every other the Son and Sons of the Body of the said J. B. on Body of the said M. lawfully to be begotten, severally and successively and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons, and the Heirs Male of his Body issuing to be always preferred, and to take before the younger of such Sons, and the Heirs Male of his and their Bodies : And for default of such Issue, and in case the said M. shall happen to be enseint of a Child or Children by him the said J. B. at the time of his Decease, To the use and behoof of the said M. until she shall be delivered of such Child or Children, or die, which shall first happen ; and if such after-born Child or Children shall happen to be a Son or Sons, then To the use and behoof of all and every such after-born Son and Sons, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such after-born Son and Sons lawfully issuing, the elder of such after-born Son and Sons, and the Heirs Males of his Body issuing, being always preferred, and to take before the**

the younger of such after-born Son and Sons, and the Heirs Males of his and their Bodies issuing; And for default of such Issue, ~~To the use~~ and behoof of the Heirs Males of the Body of the said J. Lord C. begotten or to be begotten; And for default of such Issue, ~~To the use~~ and behoof of the Heirs and Assigns of the said J. Lord C. for ever, and to and for no other use, intent or purpose whatsoever; And as for touching and concerning the said Term of 500 years limited to the said Sir R. C. and Sir S. L. their, &c. as aforesaid: It is hereby declared and agreed by and between all the said Parties to these Presents, That the said Term is so limited to them as aforesaid upon the Trusts, and to and for the Intents and Purposes, and with and under the Provisoes and Agreements hereinafter expressed and declared (that is to say) that in case there shall be no Issue Male of the Body of the said J. B. on the Body of the said M. to be begotten, or there being such Issue Male, all of them shall happen to die without Issue, before any of them shall attain unto the Age of one and twenty years, and there shall happen to be one or more Daughter or Daughters of the Body of the said J. B. on the Body of the said M. his intended Wife, begotten at the time of such failure of Issue Male of their Bodies, as aforesaid, or at any time after, then upon Trust that the said Sir R. C. and Sir S. L. and the Survivor of them, and his, &c. shall and do when and as soon as the said Trustees shall be in the actual possession of the said Premises so limited to them for the same Term, by virtue of the Limitations aforesaid by mortgage of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises so limited to them for the said Term of 500 years as aforesaid, or of a competent

petent part thereof, and by and with the Rents, Issues and Profits thereof, in the mean time and until such Mortgage raise and levy such Sum and Sums of Mony for the Portions of all and every such Daughter and Daughters as are herein-after-mentioned and expressed (that is to say) if there shall be but one such Daughter, then the Sum of 6000 *l.* of lawful Money of *England*, for the Portion of such only Daughter, to be paid when she shall attain her Age of eighteen years; and if two or more such Daughters, then the like Sum of 6000 *l.* for the Portion of such Daughters to be paid unto and equally divided amongst all and every such Daughters respectively, when they shall respectively attain their several Ages of 18 years, share and share alike; so always, That in case any of the said Daughters shall happen to die before her or their Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying, shall go and be paid unto, and be equally divided amongst the Survivors and Survivor of such Daughters when the original Portion or Portions of such surviving Daughter or Daughters shall become payable as aforesaid: And so also, That in Case all the said Daughters shall happen to die before their or any of their said Portions shall become payable as aforesaid, then the said Sum of 6000 *l.* before-limited or appointed to be raised for Daughters Portions as aforesaid, or so much thereof as shall be then raised, shall be paid unto such Person and Persons to whom the next and immediate Reversion or Remainder of the same Premises expectant upon the said Term of 500 years shall for the time being belong or appertain; and then also the said Sum of 6000 *l.* or so much thereof as shall not be then raised, shall

shall not be raised but shall cease for the benefit of the same Person or Persons in Reversion or Remainder as aforesaid ; And upon this further Trust that they the said Sir R. C. and Sir S. L. or the Survivor of them, and his, &c. by and out of the said Mannors, Messuages, Lands, Tenements and Hereditaments so limited to them for the said Term of 500 years as aforesaid in the mean time and until, from and after such time as such Daughter or Daughters, or any of them shall attain the age of 18 years, and until the said Portion or Portions of the said Daughter or Daughters shall become payable, raised, levied and paid as aforesaid, shall raise, levy and pay, such yearly Sum and Sums of Mony for the Maintenance and Education of such Daughter and Daughter as is hereafter-mentioned (that is to say) if there shall be but one such Daughter, then the Sum of 200 *l. per Annum*, for such the maintenance of such only Daughter, and if two or more the like Sum of 200 *l. per An.* to be equally divided between them for their respective Maintenances : **Provided also**, That the said Sir R.C. and Sir S.L. or the Survivor of them, or his Executors, Administrators or Assigns shall not mortgage all or any part of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, so limited to them for the said Term of 500 years as aforesaid until some one of the said Portions become payable by virtue of these Presents : **Provided also**, and it is hereby, declared and agreed by and between all the said Parties to these Presents, That in case there shall be no Daughter or Daughters of the Body of the said J. B. on the Body of the said M. begotten at the time of such failure of Issue Male as aforesaid, or at any time after, or there being such Daughter or Daughters

Daughters all of them shall happen to die before their or any of their said Portions shall become payable by virtue of these Presents, or in case the said Sum and Sums of Mony before limited and appointed to be raised for Daughters Portions as aforesaid, and also such maintenance in the mean time, and until the said Portions shall be actually raised as aforesaid, shall be by the said Sir R. C. and S. L. or the Survivor of them, or his, &c. raised and levied by the ways and means in that behalf before mentioned, then and in any of the said Cases the said Term of 500 years of and inasmuch of the said Premises so limited for the same Term as shall not be disposed of for the Purposes aforesaid shall cease and determine, for the benefit of the Person and Persons who shall by virtue of the Limitations aforesaid be next in Reversion or Remainder thereof: **Provided always**, That in case the said J. B. shall in his life-time give unto such Daughter or Daughters, any Portion or Portions, or shall leave such Daughter or Daughters, any Lands or Tenements, Goods or Chattles at the time of his Decease, then the Portion or Portions, so by him given or left, and the value of the Lands, Tenements, Goods and Chattles so to be by him to them or any of them left as aforesaid shall be taken and accounted as part of the Portion or Portions hereby for them provided, unless he shall declare the contrary thereof by any Writing or Writings, or by his Last Will and Testament in Writing, such Will or Writing to be signed, published and declared in the Presence of three or more credible Witnesses, any thing herein-contained to the contrary thereof in anywise notwithstanding: **Provided also**, That it shall and may be lawful to and for the said J. Lord C. the Lady E. his Wife, and the

he said J. B. and M. his intended Wife respectively when they shall respectively be in possession of the Mannors, Messuages, Lands, Tenements and Hereditaments, or any part thereof limited to them respectively for the Term of their respective Lives by virtue of the Limitations before-mentioned by Indenture under their respective Hands and Seals to lease all or any part of the said Mannors, Messuages Lands, Tenements, Hereditaments and Premises for any Term or Number of years not exceeding 21 years in possession, and not in Reversion, Remainder or Expectancy, so as upon every such Lease so to be made as aforesaid, there be reserved the most and best yearly Rent that can be reasonably had or obtained for the same without taking any Sum or Sums of Mony, or any other thing by way of Fine or Income for or in respect of any such Lease or Leases; And so as none of the said Leases be made dishonourable of Waste, and so as there be contained in every such Lease so to be made as aforesaid Clauses of Re-entry for non-payment of their Rent or Rents to be thereby reserved, and so as the respective Lessee or Lessees to whom such Leases shall be made, seal and execute Counterparts of such Lease and Leases: And the said J. Lord C. for himself, his, &c. doth covenant and grant to and with the said Sir R. C. and Sir S. L. their, &c. by these Presents in manner and form following (that is to say) That they the said J. Lord C. and the Lady E. his Wife, and J. B. some or one of them, for and notwithstanding any act, matter or thing whatsoever done, committed, or willingly suffered, by them or any of them, or any of their Ancestors to the contrary, are and stand, or is and standeth, lawfully, rightfully and absolutely seized of all and every

Power to
convey.

every the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, of a good, sure, perfect, absolute and indefeazable Estate of Inheritance in Fee-simple or Fee-tail, without any Trust, Limitation, Use or Uses, or any other Matter, Restraint or Thing whatsoever to alter, change, charge, revoke, make void, lessen, incumber, or determine the same: And that they the said J. Lord C. and the Lady E. Wife, Dame E. B. and J. B. some or one of them, for and notwithstanding any such Act, Matter or Thing as aforesaid, have or hath at the time of the enfealing and delivery of these Presents, in them, some or one of them, good Right, full Power, and lawful and absolute Authority to convey and settle the said Mannors, Messuages, Lands, Tenements and Hereditaments in manner and form aforesaid, according to the true intent and meaning of these Presents; And further, That the said Mannors, Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises, shall or lawfully may from time to time and at all times from and after the suffering and perfecting of the said Recovery or Recoveries, remain, continue, and be to and for the several Uses, Intents and Purposes upon the Trusts, and under and subject to the Provisoes and Agreements herein-before expressed, limited and declared, concerning the same, and shall and may peaceably and quietly be held and enjoyed accordingly without the lawful Lett, Suit, Trouble, Denial, Eviction or Interruption, of, or by them the said J. Lord C. and the Lady E. his Wife, Dame E. B. and J. B. their, or any of their Heirs or Assigns, or of or by any other Person or Persons lawfully claiming or to claim the same Mannors, Messuages, Lands, Tenements, Hereditaments and

and Premises, or any of them, or any part or parcel thereof, from, by or under them, or any of them, their, or any of their Ancestors: And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless, and kept indemnified by him the said J. Lord C. his Heirs and Assigns, of, from, and against all and all manner of former, and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Titles of Dower, Uses, Trusts, Wills and Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents-Charge, Rents-seck, Arrears of Rent, Forfeitures and Re-entries, Cause and Causes of Forfeiture and Re-entry, Debts, Duties, Decrees, Sequestrations, and of, from, and against all and singular other Estates, Titles, Charges and Incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by them the said J. Ld C. and the Lady E. his Wife, Dame E. B. and J. B. or any of them, their, or any of their Heirs, &c. or any other Person or Persons whatsoever, lawfully claiming, or that shall or may lawfully claim any Estate, Right, Title, Trust, or Interest, of, into, or out of the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, or any of them, or any part thereof, or from, by, or under him, her, them, or any of them, his, her, their, or any of their Act, Means, Assent, Consent, Default, Privy or Procurement: And Moreover, That they the said J. Lord C. and the Lady E. his Wife, Dame E. B. and J. B. and all and every other Person and Persons having or lawfully claiming, or that shall or may have or lawfully claim, any Estate, Right, Title, Trust or Interest, either

R r in

in Law or Equity, of, into, or out of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any Part or Parcel thereof, from, by, or under, or in Trust for them or any of them, their, or any of their Ancestors, shall and will from time to time, and at all times hereafter, during the space of 7 years next ensuing the date hereof upon every reasonable request of the said Sir R. C. and Sir S. L. or the Survivor of them, or his, &c. but at the proper Costs and Charges in the Law of the said J. Lord C. or his Heirs, further do make, acknowledg, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurances and Conveyances in the Law whatsoever for the further, better, and more perfect and absolute assuring and conveying surely, sure-making, ratifying and confirming the same Mannors, Messuages, Lands, Tenements, Hereditaments, and other the Premises to and for the several and respective Uses, Intents and Purposes, and upon the Trusts, and with and under the Provisos and Agreements herein before-expressed, limited and declared, as by the said Sir R. C. and Sir S. L. and the Survivor of them, and his Executors or Administrators, or by their or any of their Council Learned in the Law, shall be reasonably advised or devised and required, be it by Fine, Feoffment, Recovery or otherwise howsoever, so as such further Assurances contain in them no further or other Warranty or Covenants, than are in these Presents contained, and so as the Party or Parties who shall be desired to make do or such further Acts or Assurances for the making or doing

doing thereof be not compelled or compellable to go or travel any further than the space of 7 miles from the place of their respective aboads: And Lastly, That the said Mannors, Hereditaments and Premises herein-before-limited in Jointure, To the use of the said M. for her life, now are of the clear yearly value of 1000 l. of lawful Mony of *England*, over and above all Charges and Reprizes, Publick Taxes excepted: *The Jointure of the clear, yearly value of 1000 l.* Provided always, And it is hereby declared, That it shall and may be lawful to and for the said J. Ld C. and J. B. and the Survivor of them and his Heirs, by any Writing under his or their Hands and Seals, attested by 3 or more credible Witnesses, to grant, bargain, sell and convey the Fee and Inheritance of all those two Water-Corn Mills, and one Wear with the Appurtenances in the several Parishes of, &c. or one of them, to any Person or Persons, and their Heirs for the Sum of to be paid before the sealing thereof into the hands of the said Sir R. C. and Sir S. L. or the Survivor of them or, &c. And it is hereby declared, That the Monies so to be paid into the hands of the said Sir R. C. and Sir S. L. or the Survivor of them, his, &c. shall be laid out in the Purchase of Lands, Tenements or Hereditaments to be approved of by the said J. Lord C. J. B. and M. L. or the Survivor of them, or the Executors or Administrators of such Survivor, which said Lands so to be purchased, shall within convenient time after the purchase thereof be settled and conveyed to and for such and the like Uses, Trusts and Estates as are hereinbefore declared of and concerning the said two Water-Mills and Wear, the Charges of such Purchase and Settlement to be deducted out of the Monies so to be paid to the said Sir R. C. and Sir S. L. or the Survivor of them, his

Settlements.

Executors or Administrators as aforesaid, This Indenture, or any thing herein contained to the contrary thereof in anywise notwithstanding.

In Witness, &c.

Memorandum.

IT is agreed before the sealing and delivery of the within-written Indenture, That it shall be lawful for the within-named J. Lord C. and J. B. respectively when they shall respectively be in the actual possession of the Premises within-limited to them respectively for the Term of their respective Lives from time to time during their respect Lives to let such part of the Premises, as have been accustomed to be let at old Rents upon Fines to any Person or Persons for any number of years, not exceeding 99, determinable upon the Death of one two or three Persons, reserving the usual Rents, to be made payable during the said Term or a just Proportion thereof according to the value of the Premises so to be demised, so as such Lease or Leases be not made dispunishable of Waste, and so as the Lessee or Lessees of such Lease or Leases, execute Counterparts thereof with usual Covenants, and then sealed and delivered in the Presence of, &c.

Sir

Sir E. T's and his Son's Settlement.

THIS Indenture, *Quadripartite*, made, &c.
 Between Sir E. T. Kt. and C. T. of the
 first part, T. J. of, &c. and G. T. of, &c. Gent. of
 the second part, Sir J. M. of, &c. Kt. and F. G.
 of, &c. Esq; of the third part, and T. V. of, &c.
 Gent. of the fourth part, *Witnesseth*, That for
 the barring of all Estates-tail, and Remainders
 and Reversions thereupon expectant, of, and
 in the Mannors, Messuages, Lands, Tenements
 and Hereditaments hereinafter-mentioned, and
 for settling, conveying, and assuring the same, to
 and for the several Uses upon the Trusts, and
 with and under the Provisoes and Limitations
 hereinafter-contained, of and concerning the
 same, and for and in Consideration of the Sum
 of five Shillings a piece to the said Sir E. T. and
 C. T. in hand paid by the said T. J. and G. T. at
 or before the enfealing and delivery of these Pre-
 sents, the Receipt whereof is hereby acknow-
 ledged: And for divers other good Causes and
 Considerations them the said Sir E. T. and C.
 T. thereunto especially moving, they the said Sir
 E. T. and C. T. have and each of them hath granted,
 bargained, sold, aliened, released and confirmed:
 And by these Presents do and each of them doth
 grant, bargain, sell, release and confirm unto
 the said T. J. and G. T. their, &c. All that
 the Mannor or Lordships of, &c. All which
 said Mannors, Messuages, Lands, Tenements,
 Hereditaments and Premises are now already
 in the actual possession of the said T. J. and
 G. T. by virtue of a Bargain and Sale to them
 thereof made by the said Sir E. T. and C. T.

Consideration.

Grant.

for the Term of one whole year, commencing from the Feast of, &c. last past before the date of these Presents in and by one Indenture bearing date the day next before the date hereof, and made, or, &c. between the said Sir E. T. and C. T. of the one part, and the said T. J. and G. T. of the other part; And by force of the Statute for transferring of Uses into Possession made and provided, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises; And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever both in Law and Equity of them the said Sir E. T. and C. T. or either of them, of, into, or out of the said Mannors, Messuages, Lands, Tenements, Hereditaments, &c. or any of them, or any part thereof: **To have and to hold** the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises unto the said T. J. and G. T. their Heirs and Assigns for ever, **To the use and behoof** of the said T. J. and G. T. and of their Heirs and Assigns: And for the Considerations aforesaid, They the said Sir E. T. and C. T. for themselves, and for their several and respective Heirs, &c. do and each of them doth covenant, promise grant and agree to and with the said T. J. and G. T. their Heirs and Assigns, and to and with every of them, by these Presents, That they the said Sir E. T. and C. T. shall and will on this side and before the end of this present Mich. Term, acknowledge and levy before her Majesty's Justices of the Court of Common Pleas at Westminster, one or more Fine or Fines *Sur Cognizance de droit come ceo*, &c. whereupon Proclamations shall or may be had according to the Form of the Statute in

A Covenant
to levy a
Fine.

in that case made and provided of all the said Mannors, Messuages, Lands, Tenements and Hereditaments mentioned to be hereby granted and released unto the said T. J. and G. T. and their Heirs, or the Heirs of one of them by such apt and convenient Name and Names, Quantities, Qualities, Number of Mannors, Messuages and Acres of Land, Qualities, Species and other Descriptions to ascertain the same as shall be thought meet and convenient, which said Fine and Fines, and all and every other Fine and Fines, Conveyances, &c. in the Law whatsoever already had, made, or levied, or hereafter to be had, &c. of the said Mannors, Messuages, Lands, Tenements and Hereditaments, or any of them, or by or between the said Parties to these Presents, or any of them, or whereunto they or any of them are or shall be Patties or Privies, shall be and enure, and are hereby declared to be and enure, To the use and behoof of the said T. J. and G. T. their Heirs and Assigns for ever, To the intent and purpose nevertheless, That one or more Common Recovery or Recoveries may be thereof had and suffered in such manner as herein-after is expressed, for which purpose it is hereby covenanted, declared and agreed, by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said T. V. at the Costs and Charges of the said Sir E. T. on this side and before the end of *Hillary* Term next ensuing the date of these Presents, to sue forth and prosecute out of the High Court of *Chancery* one or more Writ or Writs of Entry, *Sur disseizin in le post*, retournable and to be returned before the Justices of the Court of *Com. Pl. at Westm.* at some Return-day of this present *Mich.* Term, thereby demanding by such apt and convenient Names, Quantities,

Note, This Covenant to levy a Fine a Fine was incerted, for that it was the Essoin-day of the last Return of the Term before this Deed was executed; so that the Writ of Entry would have been retournable before the Tenant to the Precipe made, if it had not been made by Fine.

A Covenant to suffer a Common Recovery.

ties, &c. Acres, and other Descriptions as shall be thought fit, All and every the Mannors, Messuages, Lands, Tenements, Hereditaments and Premises mentioned to be hereby granted and released against the said *T. J.* and *G. T.* or the Survivor of them, or the Heirs of such Survivor, To which said Writ or Writs, the said *T. J.* and *G. T.* or the Survivor of them, or the Heirs of such Survivor shall appear *Gratis*, and enter into the Warranty, and vouch to Warranty, the said Sir *E. T.* who shall also appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the said *E. T.* who shall likewise appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the Common Vouchee of the same Court, who shall also appear and enter *gratis* into the Warranty and imparle, and after Imparlance shall make default and depart in Contempt of the Court, so as Judgment may be thereupon had and given for the said *T. V.* to recover the said Mannors, Messuages, Lands, Tenements, Hereditaments, &c. intended be comprized in the said Recovery or Recoveries against the said *T. J.* and *G. T.* or the Survivor of them, or the Heirs of such Survivor, and for the said *T. J.* and *G. T.* or the Survivor of them or the Heirs of such Survivor to recover in value against the said Sir *E. T.* and for the said Sir *E. T.* to recover in value against the said *C. T.* and for the said *C. T.* to recover in value against the said Common Vouchee, and that Execution may be thereupon awarded accordingly, and all and every other Act and Thing may be done, and executed, needful for the suffering one or more Recovery or Recoveries of the same Mannors, Messuages, Lands, Tenements, Hereditaments and Premises with Vouchers as aforesaid, according to the Course of Common Recoveries in

in such case had; And it is hereby declared, The Uses of
the Fine de-
clared.
concluded and fully agreed by and between all
the said Parties to these Presents, That after the
said Recovery or Recoveries, so as aforesaid, or
in any other manner, or at any other time or
times had or suffered, or to be had or suffered:
As also all and every other Recovery and Reco-
veries, Conveyances and Assuances in the Law
whatsoever heretofore had, made or executed,
or hereafter to be had, made or executed of
the same Mannors, Messuages, Lands, Tene-
ments, Hereditaments and Premises to be com-
prized in the said Recovery or Recoveries or
any of them by or between the said Parties to
these Presents, or any of them, or whereunto
they or any of them are or shall be Parties or
Privies shall be and enure, and shall be adjudg-
ed, deemed and taken, and so are and were
meant and intended to be and enure, and the Re-
coveror and Recoverors in the said Recovery or
Recoveries named and to be named, and his and
their Heirs shall stand and be seized of the same
Mannors, Messuages, Lands, Tenements, Here-
ditaments and Premises intended to be compriz-
ed in the said Recovery and Recoveries, to such
Uses, upon such Trusts, and to and for such In-
tents and Purposes, and with and under such
Provisoos, Limitations and Agreements, as are
hereinafter expressed and declared (that is to
say) As for and concerning all that the said
Mannor or Lordship of, &c. (*here name
the Particulars*) any of them adjacent in
the said Counties of, &c. with their and
every of their Appurtenances: To the use
and behoof of the said Sir E. T. his Heirs and
Assigns for ever: And as for and concerning the
Mannors and Lordships of, &c. To the use
and behoof of the said Sir E. T. for and during
the

the Term of his natural Life without Impeachment of or for any manner of Waste : And from and after the decease of the said Sir E. T. *To the use and behoof of the said C. T. for and during his natural Life : And as for and concerning the, &c. To the use and behoof the said C. T. for and during the Term of his natural Life, without Impeachment of or for any manner of Waste ; And as to all the Mannors and Premises herein-before-limited, To the use of the said C. T. from and after the Determination of the respective Estates thereof to him respectively limited as aforesaid, To the use and behoof of Sir J. M. and F. G. and their Heirs and Assigns for and during the natural Life of the said C. T. upon Trust, and to the intent to support and preserve the contingent Uses and Estates herein-after-limited, from being defeated or destroyed, and for that purpose to make Entries, and bring Actions as the Case shall require ; but nevertheless to permit and suffer the said C. T. and his Assigns to receive and take the Rents, Issues and Profits of the said Mannors, Messuages, Lands, Tenements and Hereditaments so limited to him as aforesaid to and for his and their own use and benefit from time to time during his natural Life ; and from and after the Decease of the said C. T. then To the use and behoof of the first Son of the Body of the said C. T. lawfully begotten, or to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing, and for default of such Issue, then To the use and behoof of the second Son of the Body of the said C. T. lawfully begotten or to be begotten, and the Heirs Males of the Body of such second Son lawfully issuing : And for default of such Issue, To the use and behoof of the 3^d, 4th, 5th, 6th, and 7th, and all and every*

every other the Son and Sons of the said C. T. lawfully begotten, or to be begotten severally, successively, and in Remainder one after another as they and every of them shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of the said Sons, and the Heirs Males of his Body issuing, to be preferred, and take before the younger of the said Sons, and the Heirs Males of his and their Bodies Issuing; And for default of such Issue, and if the now Wife of the said C. T. or any other Wife he shall hereafter marry, shall happen to be enseint of a Child or Children by him the said C. T. at the time of his Decease, *To the use and behoof of the said Sir J. M. and F. G. and their Heirs*, until such Wife shall be delivered of such Child or Children, or die, which shall first happen: And if such after-born Child or Children shall happen to be a Son and Sons; then *To the use and behoof of all and every such after-born Son and Sons severally and successively*, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body of all and every such after-born Son and Sons lawfully issuing, the elder of such after-born Sons, and the Heir Males of his Body issuing, being always preferred and to take before the younger of such Son and Sons, and the Heirs Males of his and their Bodies issuing: And for default of such Issue, then *To the use and behoof of the said Sir E. T. and the Heirs Males of his Body lawfully begotten or to be begotten*; And for default of such Issue, *To the use and behoof of the said Sir E. T. and his Heirs and Assigns for ever:*
Provided

Provided always, and it is hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said C. T. with the consent of the said Sir E. T. during his life, and after his Decease with the Consent of the Executors or Administrators of the said Sir E. T. in Writing first had and obtained by any Writing or Writings to be sealed and executed by him in the Presence of three or more credible Witnesses, or by his Last Will or Testament in writing, or any Writing, purporting such Will to be signed, sealed and published by him in the Presence of the like number of Witnesses to charge all or any of the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises in the County of *Norfolk* with any Sum or Sums of Mony not exceeding in the whole the Sum of 3000 l. to be paid to such Person or Persons, and in such manner and form as he the said C. T. shall by such Writing or Will direct or appoint to the intent that the said C. T. may be enabled to provide for Daughters or younger Sons, in case he shall have any, or to pay such Debts as he hath contracted, or may hereafter contract any thing herein contained to the contrary thereof in anywise notwithstanding : **Provided** also, and it is hereby further declared and agreed by and between all and every the said Parties to these, That it shall and may be lawful to and for the said Sir E. T. during his life in case he the said Sir E. T. shall happen to marry from time to time, to limit and appoint all or any part of the said Mannors or Lordships of, &c. with the Appurtenances, or any part thereof, unto or to the use of such Woman or Women respectively for the respective Lives of such Woman or Women, which he shall so hap-
pen

open to marry as aforesaid, either before or after Marriages, for her or their Jointure or Jointures, any thing herein-contained to the contrary thereof in anywise notwithstanding: **Provided** A *Proviso, &c.* also, That it shall and may be lawful to and for the said C. T. during his Life in case he the said C. T. shall happen to marry any other Woman or Women from time to time when he shall be actually seized in possession of the said Premises, so as aforesaid limited to him for the Term of his natural Life, to limit or appoint any part of the said Premises (so as the same do not exceed the yearly value of 1000 l.) unto or to the use of such Woman or Women respectively for the respective Life or Lives of such Woman or Women which he shall so happen to marry, for her or their Jointure or Jointures either before or after Marriage, any thing herein-contained to the contrary thereof in anywise notwithstanding: so as if such Marriage shall happen to be during the life-time of the said Sir E. T. the same be with the good liking and consent of the said Sir E. T. **Provided** also, and it is hereby A *Proviso, &c.* further declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said Sir E. T. and C. T. respectively from time to time, and at all times during their respective Lives, as they shall respectively be in the actual possession of the Mannors, Messuages, Lands, Tenements and Hereditaments, to them respectively limited, which now are or within the space of 20 years last past before the date hereof have been usually letten by Indenture under their respective Hands and Seals to lease the same or any part or parts thereof to any Person or Persons for any Term of years not exceeding one and twenty years in possession, so as upon every such Lease to be made, there

A Covenant
for quiet En-
joyment.

there be reserved and made payable during the continuance of such Lease so much Rent as is now reserved upon the same or more, or a just Proportion of such Rent, according to the value of the same Premises so to be leased, and so as such Lease or Leases be not made dispunishable of Waste: And the said Sir E. T. for himself, his, &c. doth covenant, promise and grant and agree, to and with the said C. T. and his Heirs and Assigns, and every of them by these Presents in manner and form following (that is to say) That the said Mannors, Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises shall or lawfully may from time to time, and at all times hereafter remain, continue, and be to and for the several and respective Uses, Intents and Purposes, upon the Trusts, and under and subject to the Provisions and Agreements herein-before-expressed, limited and declared concerning the same, and shall and may be peaceably and quietly held and enjoyed accordingly, without the lawful Lett, Suit, Trouble, Denial, Eviction or Interruption of or by him the said Sir E. T. or his Heirs, or of or by any other Person or Persons lawfully claiming the same Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any part thereof: And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by them the said Sir E. T. his, &c. of, from and against all and all manner of former or other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Titles of Dower, Uses, Trusts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents-Charge, Rents-Seck, Ar-
rears

years of Rent, Forfeitures, Re-entries, Cause and
 Causes of Forfeiture and Re entry, Debts, Du-
 ties, Decrees, Sequestrations; and from and a-
 gainst all and singular Estates, Titles, Troubles,
 Charges and Incumbrances whatsoever, had,
 made, done, committed or suffered, or to be
 had, made, done, committed or suffered by
 him the said Sir E. T. or any other Person or
 Persons whatsoever lawfully claiming or to claim
 any Estate, Right, Title, Trust or Interest either
 in Law or Equity, of, into, or out of the said
 Mannors, Messuages, Lands, Tenements, He-
 reditaments and Premises mentioned to be here-
 by granted and released, or any of them, or
 any part thereof, from, by, or under him, them,
 or any of them, his, their, or any of their A^c,
 Means, Assent, Consent, Default, Privity or
 Procurement, other than and except such Leases
 not exceeding one and twenty years, as have
 been made, and such Estates and Leases as shall
 be made of the Premises, according to the
 Powers hereby reserved to him the said Sir E.
 T. And the said Sir E. T. and C. T. each of them ^{A Covenant}
 for himself severall and not jointly, and for their ^{for further}
 severall and respective, &c. do, and each of ^{Assurance.}
 them doth covenant, promise and grant to and
 with the said Sir J. M. and F. G. their Heirs
 and Assigns by these Presents, That they the
 said Sir E. T. and C. T. and their Heirs, and all
 and every other Person and Persons having or
 lawfully claiming, or that shall or may have or
 lawfully claim any Estate, Right, Title, Trust
 or Interest either in Law or Equity, of, into,
 or out out of the said Mannors, Messuages,
 Lands, Tenements, Hereditaments and Premi-
 ses, or any of them, or any part thereof, from,
 by, or under or in trust for them or any of them
 other than and except such Persons whose Estates
 are

are herein-before excepted, shall and will from time to time and at all times hereafter during the Term of seven years next ensuing the date thereof, upon the reasonable Request of the said Sir *J. M.* and *F. G.* their Heirs and Assigns, but at the proper Costs and Charges of the said Sir *E. T.* and *C. T.* or their Heirs, make, do, acknowledg, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurances and Conveyances in the Law whatsoever for the further, better, more perfect and absolute assuring, Surety, sure making, conveying, ratifying and confirming the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises to and for the several and respective Uses, Intents and Purposes, and upon the Trust, and with and under the Proviso, Powers and Agreements herein-before expressed, limited and declared of and concerning the same as by the said Sir *J. M.* and *F. G.* their Heirs and Assigns or by their or any of their Council Learned in the Law shall be reasonably advised or devised and required, be it by Fine, Feoffment, Recovery or otherwise howsoever, so as such further Assurances contain in them no further or other Covenants or Warranty, than against such Person or Persons who shall be so required to make the same, and his and their respective Heirs and Assigns, Acts and Deeds: And so as the Party or Parties who shall be required to make or do such further Acts or Assurances for the making or doing thereof be not compelled to go or travel further than the Cities of *London* and *Westminster* or one of them.

In Witness, &c.

The

*The Duke and Dutcheſs of R's. Settlement of
their Eſtates for payment of certain Debts.*

This Indenture, Tripartite, made, &c. Between the Right Noble C. D. of L. of the first part, the Right Honourable F. L. B. Son and Heir apparent of the Right Honourable R. C. of C. and T. D. of, &c. Esq; of the second part, and E. R. of, &c. Esq; of the third part: Whereas the Governours, Stewards and Brethren of the Fellowship of *Hostmen* of the Town of *Newcastle upon Tyne*, by Writing sealed with the Common Seal of the Mayor and Burgesses of the said Town of *Newcastle upon Tyne*, bearing date, &c. Did for them and their Successors give and grant unto the said late Queen, her Heirs and Successors for ever, for each and every, for such and so many Chaldrons of Sea-Coals, Stone-Coals, and Pit-Coals, of the Water-Measure of *Newcastle upon Tyne* aforesaid, as at any time or times then after should be sold, ship'd, carried, or vended by any Person or Persons whatsoever, forth or out of the Haven or River of *Tyne* belonging to the aforesaid Town of *Newcastle* to be spent within the Realm of *England*, and not transported beyond the Seas, the several Sums of twelve pence of lawful Money of *England* to be paid by the said Governours, Stewards and Brethren, and their Successors unto the said late Queen, her Heirs and Successors, before any Ship or other Vessel wherein any such Coals should at any time or times then after be cleared or discharged forth of the Custom-house of the said late Queen at *Newcastle*

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castle aforefaid (Coals fold and carried from the faid Port of *Newcastle* to *Hartlepool* to be imployed and spent in and about fuch Salt-Pans as then were in *Hartlepool* aforefaid, appertaining to the Lord *L.* his Heirs and Affigns, or any of the Burgeffes of the faid Town of *Newcastle* only excepted) And Whereas his late Majesty King *Charles* the Second by Letters Patents under the Great Seal of *England*, bearing date, &c. did grant unto Sir *T. C. Kt.* his Heirs and Affigns for ever, one Annuity or yearly Pension of 500 *l.* to commence and be paid from the Feaft of, &c. which was in the twelfth year of his faid late Majesty's Reign, and to be had, received, perceived and taken by the faid Sir *T. C.* his Heirs and Affigns for ever out of the Rents, Issues, Profits and Sums of Mony reserved, arifing or accruing, or to become due and payable unto his faid late Majesty his Heirs, &c. out of the faid Duties and Premises by half yearly Payments: And Whereas his faid late Majesty by Indenture bearing date, &c. for the Considerations therein expreffed did demise, grant, and to farm lett, unto *E. Viscountess M.* the Sum of 4 *d.* being one third part of the faid feveral Sums of 12 *d.* due or payable or to be due or payable unto his faid late Majesty, his Heirs and Successors for or in respect of the aforefaid Grant made unto the faid late Queen for each and every and for fuch and fo many Chaldrons of Sea-Coals, Stone-Coales, or Pit-Coals of the Water-measure of *Newcastle* upon *Tyne* aforefaid as at any time or times from and after the Commencement of the faid last-recited Indenture during the Term of years thereinafter-mentioned should be fold, shipped, carried or vended by any Person or Persons whatsoever forth or out of the River or Haven of *Tyne* belonging to the aforefaid

said Town of *Newcastle* to be spent within the Realm, and not transported beyond the Seas, the said Sum of 4 *d.* part of the said several Sums of 12 *d.* of lawful Mony of *England* to be paid by the said Governors, &c. of the Town of *Newcastle* upon *Tyne*, and Successors before any Ship or other Vessel wherein any such Coals should be taken at any time or times, then after during the Term of years thereby granted, be cleared or discharged forth of the Custom-house of the said Town of *Newcastle* (except as in the said first recited Indenture is excepted) To have and to hold the said Sum of four pence part of the said several Sums of twelve pence due and payable, or to be due and payable as aforesaid (except before-excepted) unto the said E. Viscountess *M.* her, &c. from the end, expiration, or other sooner Determination of a Term of 30 years formerly granted by his said late Majesty of the said Duty of 12 *d.* per Chaldron to the Right Honourable *J.* late Viscount *M.* Sir *T. P.* Baronet, and Sir *J. W.* Baronet in and by one Indenture bearing date the, &c. for and during the Term of 31 years, and fully to be compleat and ended, which said Term of 30 years, granted to the said late Viscount *M.* Sir *T. P.* and Sir *J. W.* expired at the Feast of the Birth of our Lord Christ 1690, which Lease so made to the said Viscountess *M.* was at and under the yearly Rent of 612 *l.* 17 *s.* 6 *d.* And whereas the said late *K. Charles* the second by his Letters Patents under the Great Seal of *England*, bearing date, &c. reciting in effect as is herein-before recited for the Considerations therein mentioned amongst other things, Did give and grant unto the said *C. Duke of R.* and *L.* all those the aforesaid several Sums of twelve pence for each and every, and for such

and so many Chaldrons of Sea-Coals, Stone-Coals and Pit-Coals of the Water-measure of *Newcastle upon Tyne*, which at any time then after should be sold, ship'd, carried or vended by any Person or Persons whatsoever, forth or out of the River or Haven of *Tyne*, belonging to the aforesaid Town of *Newcastle* to be spent in the Kingdom of *England*, and not transported beyond the Seas (except as before is mentioned to be excepted) And also the said yearly Rent or Sum of 612 *l.* 17 *s.* 6 *d.* which was then after to be due and payable to his said late Majesty, his Heirs and Successors by virtue of the said Demise made to the said *E. Viscountess M.* And the Reversion and Reversions, Remainder and Remainders of the said Duty of twelve pence *per Chaldron*; And all other Rents, Sums of Money, yearly and other Profits reserved or payable upon any other Demise and Grant made of the said Duty of 12 *d.* *per Chaldron*, or any part thereof to any Person or Persons whatsoever, or otherwise arising or payable for or in respect of the said Duty, or any Part or Parts thereof, To have, hold, and enjoy the said Duty or Sum of 12 *d.* due and payable as aforesaid, and the Reversion and Reversions thereof, and the said yearly Rent or Sum of 612 *l.* 17 *s.* 6 *d.* and all other the Premises amongst other things unto the said *C. Duke of R. and L.* and the Heirs of his Body begotten or to be begotten to the proper use and behoof of him the said *C. Duke of R. and L.* and the Heirs of his Body lawfully begotten or to be begotten, subject nevertheless and liable unto, and charged and chargeable with the payment of the said yearly Sum of 500 *l.* to the said *Sir T. C.* his Heirs and Assigns according to the purport and intent of the said Letters Patents or Grant to him thereof made as aforesaid, at
and

and under the yearly Rent of 1 l. 6 s. 8 d. as in and by the said recited Indentures and Letters Patents more fully and at large doth and may appear: And ~~Whereas~~ the said Premises so granted to the said Duke, or some of them, stand or did stand charged or chargeable with the payment of a certain Sum of Mony unto N. H. of, &c. By virtue of which the said N. hath collected and received several Sums of Mony on account of the said Duty for which no Account hath hitherto been stated: Now this Indenture Witnesseth, That in pursuance of an Agreement in this behalf had, preceeding and relating to the Inter-marriage of the said Duke with the Right Noble A. Dutcheſs of R. and L. his Wife, and for securing such Monies as are owing to the said N. H. in case it shall be found upon viewing his Accounts, That there are any such, and for the satisfying and paying the other Debts owing by the said Duke, as are hereafter mentioned and expressed, and for and in consideration of the Sum of 5 s. of lawful, &c. to the said Duke in hand paid by the said F. Lord B. The Grant. and T. D. at or before the enſealing and delivery of these Presents, the Receipt whereof is hereby acknowledged, He the said C. Duke of R. and L. hath bargained, ſold, granted and leaſed, and by these Presents doth bargain, ſell, grant and leaſe unto the said F. Ld B. and T. D. their, &c. All and every the Duties, Sums of Mony yearly Rents, and other the said Premises herein-before mentioned, to be granted unto the said Duke as aforesaid, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof, To have, hold, receive, perceive and enjoy all and every the said Duties, Sums of Mony, Rents and other the Premises mentioned to be hereby granted unto

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the

the said *F. Lord B. and T. D. their, &c.* from henceforth for and during the full time and term and unto the full end and term of 99 years fully to be compleat and ended, if the said Duke shall so long live; And this Indenture further witnesseth, That for the Considerations aforesaid, he the said Duke hath granted, assigned and transferred, And by these Presents doth grant, assign, and transfer unto the said *F. Lord B. and T. D. their, &c.* All and every the Arrears of the said Duty, Rent, and other the Premises; And all the benefit thereof, together with full Power and Authority to the said *F. Lord B. and T. D. their, &c.* in the name of the said Duke to sue for, recover and levy, and to ask, demand and receive, all the said Arrears to and for their own use and benefit for ever upon Trust nevertheless, and to and for the Uses, Intents and Purposes herein-after expressed and declared: And it is hereby declared by and between all the said Parties to these Presents, That the Grant, bargain, Sale and Assignment hereby made, were and are so made upon Trust, That they the said *F. Lord B. and T. D. their, &c.* do and shall from time to time and at all times hereafter during the joint Lives of the said Duke and Dutches by and out of the Premises hereby granted and assigned as aforesaid, pay or cause to be paid the yearly Sum of, *&c.* at the four most usual Feasts, yearly Sum of, *&c.* by even and equal Portions, for such Uses, Intents and purposes as the said Dutches notwithstanding her Coverture shall by any Writing under her hand to be by her signed in the Presence of two or more Witnesses direct or appoint to the intent that the same yearly Sum may be disposed off and laid out for and towards the defraying of all the expences and charges of House-keeping, Rent of the House where the said Duke and Dutches

To pay the
yearly Sum of,
&c.

Dutchess shall for the time being dwell, and the Wages and Liveries of the Servants of the said Duke and Dutchess, and for keeping and providing of Horses, Coaches, and other incidents necessary to the support of their Family, the first Payment of the said yearly Sum of to begin and to be made on the Feast of, &c. next ensuing the date of these Presents, And it is hereby declared by all the said Parties to these Presents, That the true intent and meaning of them, and of these Presents is that the same yearly Sum of or any part thereof, shall not be liable or subject to the Controul, intermeddling Debts, Forfeitures or Engagements of the said Duke; And it is hereby further declared and agreed by and between all the said Parties to these Presents, that all the rest and residue of Rents, Arrears and Premises hereby granted and assigned over and above the said yearly Sum of shall be employed and disposed of in manner following; That is to say, as to one Moiety to and for the use of the said Duke for his own private and personal Expences, and the other Moiety thereof to be applied for and towards the Satisfaction of the Monies due unto the said N. H. as aforesaid, if any such there be, and for and towards the satisfying paying and discharging of such other Debts as the said Duke contracted or shall hereafter contract, as the said Duke F. Lord B. and T. D. or any two of them, whereof the said Duke to be one, shall by Note or Notes under their hands, or under the hands of any two of them as aforesaid direct or appoint; And if after the said Monies owing unto the said N. H. as aforesaid (if there be any such owing) and the said other Debts shall be fully satisfied and paid, there shall remain any overplus of the said last-
 S f 4 mentioned

A Proviso, &c.

mentioned Moiety, the same to go and be paid unto the said Duke, his Executors and Administrators: **Provided** and it is hereby further declared that in Case the said Dutcheſs shall happen to die in the life-time of the said Duke, then ſo much of the Premises, as was payable by her Directions as aforeſaid, and ſhall not be diſpoſed of for the Purpoſes aforeſaid; And alſo all other the ſaid Premises hereby granted and aſſigned (other than and except the ſaid laſt-mentioned Moiety) ſhall go and be paid unto the ſaid Duke, his Executors and Administrators: **Provided** alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid *F. Lord B. and T. D.* their Executors, Administrators and Aſſigns, or any of them ſhall not be answerable or chargeable for any more Monies than ſhall actually come into their hands, or into the hands of either of them by virtue of theſe Preſents, or the Trusts hereby in them repoſed, nor the one of them for the other of them, nor for the Receipts, Diſburſiments, Acts or Defaults of the other of them, but each alone for him and her ſelf: And that it ſhall and may be lawful to and for the ſaid *F. Lord B. and T. D.* their, &c. by and out of the Premises in the firſt place to retain or reimburse to themſelves all and every the Coſts, Charges, and Expences which they or any of them ſhall lay out or ſuſtain by reaſon of the Management and execution of the Trust herein-declared, or any thing relating thereunto, and to be aſcertained by the Oaths of him or them who ſhall lay out or expend the ſame. And the ſaid Duke for himſelf, his, &c. doth covenant and grant to and with the ſaid *F. Lord B. T. D.* their, &c. by theſe Preſents in manner following (that is to ſay) that he the ſaid

saïd Duke hath not made, done, committed or suffered any act, matter or thing whatsoever, by means whereof the saïd Duty, Rent and Premises, or any of them, or any part thereof, are, can, shall or may be anyways impeached or incumbered in Title, Charge, Estate or otherwise howsoever, other than and in respect only of the Debt or Sum of Mony owing to the saïd N.H. as aforesaid (if any such there be) And also, That it shall and may be lawful to and for the saïd F. Ld B. and T.D. their, &c. during the Term hereby granted, or mentioned to be granted, to collect, receive and have the saïd Duty, Rents and Premises, and every part thereof upon the Trusts, and to and for the Purposes aforesaid, without the lawful Lett, Suit, Trouble, Denial, Interruption or Hindrance of the saïd C. Duke of R. and L. or any other Person whatsoever having or lawfully claiming, or that shall or may have or lawfully claim, any Estate, Right, Title, Trust or Interest in or to the Premises in Law or Equity or any part thereof from, by, or under him (except before-excepted) And also, That he the saïd Duke, and all and every other Person or Persons claiming or to claim any Right, Title, or Interest, in or to the Premises either in Law or Equity, from, by, or under him (other than and except the saïd N. H. for and in respect only of his aforesaid Interest) shall and will from time to time, and at all times during the Term hereby granted upon the reasonable Request of the saïd F. Lord B. and T. D. their, &c. further do, make and acknowledg, execute and suffer or cause and procure to be made, done, acknowledged, executed and suffered all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurances and Conveyances in the Law

Covenants to
make further
Assurances.

Covenant to
save the Tru-
stees harmless

Duke and
Trustees con-
stituted E. R.
their Attorney
to receive and
collect the
Duty, &c.

Law whatsoever for the further, better, and more perfect assuring and conveying of the said Duty, Rents and Premises, and every part and parcel thereof unto them the said F. Lord B. and T. D. their, &c. for and during all the rest and residue which shall be then to come and unexpired of and in the said Term of 99 years, determinable as aforesaid upon the Trusts, and to and for the Uses, Intents and Purposes hereinbefore mentioned, expressed and declared, as by the said F. Lord B. and T. D. their, &c. or by their or any of their Council Learned in the Law, shall be reasonably advised or devised and required: ~~And Moreover~~, That he the said C. Duke of R. and L. his, &c. shall and will save, defend, keep harmless and indemnified them the said F. Lord B. and T. D. their, &c. of and from all and all manner of Suites, Troubles, Loss, Charge or Expence, that shall or may happen or arise unto them or any of them, for or by reason of the Premises, or the Trust in them reposed, or whatsoever they or any or either of them shall lawfully do or cause to be done in and about the Premises; And the said F. Ld B. and T. D. by and with the Consent, Direction and Approbation of the said Duke testified by his being a Party to, and sealing and delivery of these Presents reposing a special Trust and Confidence in the said E. R. and being well satisfied of his Abilities and Capacities to serve the said Duke in the Collecting the said Rents, Duty and Premises, Have, made, ordained, constituted, appointed, deputed and assigned, and by these Presents do make, ordain, constitute, appoint, depute and assign the said E. R. their Collector, Agent and Attorney for collecting, levying and receiving the said Duty of 12 d. per Chaldron for the aforesaid Coals, and all Rents, reserved upon

on any Demise of the same, or any part thereof, and all Profits thereby arising, and all the Arrears to and for the Uses, Intents and Purposes aforesaid; And also to place and displace any Person or Persons, Officer or Officers now employed, or that shall hereafter be employed in or about the Premises, with such Salaries and Allowances as to the said E. R. shall seem meet, with the Consent and Approbation of the said Duke, Lord B. T. D. or any two of them, the Duke being one, and further to execute all and every the Powers and Authorities to the said Duke by the said last-recited Letters Patents granted during the Will and Pleasure of the said Duke F. Lord B. and T. D. and no longer, ratifying and hereby confirming whatsoever the said E. R. shall fully do or cause to be done in and about the execution of the Premises; And the said E. R. hereby desired and authorized to be aiding and assisting unto the said F. Lord B. and T. D. in and about the calling to account the Persons formerly concerned in the collecting the said Duties and Rents and Premises: ~~Provided~~ always, and it is hereby declared, meant and agreed by and between all the said Parties to these Presents, and the further intent and meaning of them and every of them, and of these Presents, is, That the said Duke by Writing under his Hand and sealed and testified by three or more credible Witnesses shall have Power, Liberty and Authority, and that it shall and may be lawful to and for the Duke during his natural Life by any Deed or Words, Writing or Writings, under his Hand and sealed, testified as aforesaid, to revoke, alter, change, make void this present Indenture and the Grants and Assignment thereby made, or all or any

A Power of
Revocation.

any of the Trusts thereby created, and thereby or by any other Deed or Deeds, Writing or Writings to be executed by the said Duke, and to be stysfied as aforesaid to appoint, limit and declare any new Use or Uses, Trust or Trusts thereof, and of every part thereof; And that then and from thenceforth, the said Use or Uses, Trust or Trusts so revoked, shall cease and be void and determined, and the said *F. Lord B. and T.D.* their, &c. shall stand and be possessed of the said Duty, Rents and Premises, or of such part thereof whereof the said Revocation shall be had and made to and for such Uses, Trusts, Intents and Purposes, and with and under such Provisoos, Limitations and Agreements as the said Duke shall by such Deed or Deeds, Writing or Writings, direct, limit or appoint, so always as the said Duke do and shall Months before such Revocation pay or cause to be paid unto the said *F. Lord B. and T.D.* their &c. the Sum of 5 *s.* and then also leave notice in Writing with the said *F. Lord B. and T.D.* or their Executors, Administrators or Assigns of his intention to make such Revocation.

In Witness, &c.

Chas

This Indenture, made, &c. Between the
 Most Noble *Charles* and *Ann* Duke and
 Dutcheſs of *R.* and *L.* *E. R.* of, &c. the Right
 Honourable *F. Lord B.* Son and Heir Apparent
 of the Right Honourable *R. Earl of C.* and *T. D.*
 of, &c. of the one part; the Most Noble *C.*
 Duke of, &c. the ſaid *R. Earl of C.* *G. B.* of, &c.
 and *W. R.* of, &c. of the other part: **Whereas**
 the Governours, Stewards and Brethren of the
 Fellowship of Hoſt-men of the Town of *New-*
castle, &c. as is recited in the Deed hereunto
 annex't. **And Whereas** by Indenture *Quadripar-*
te, bearing date, &c. made, or, &c. between
Ld B. and *H. B.* Grandſon and Heir Apparent
 of the ſaid *J. Lord B.* of the firſt part, the ſaid
J. R. of the ſecond part, and the ſaid *C. Duke* Consideration.
 of, &c. and *T. B.* of the third part, *R. Ld Viſc.*
 of, &c. and *N. S.* of the fourth part, and by other
 good Affurances in the Law thereupon had, pur-
 ſuant to the Covenants for that purpoſe contain-
 ed in the ſame Indenture, they the ſaid *J. Lord*
B. and *H. B.* in conſideration of the Marriage
 then had between the ſaid *H. B.* and the
 ſaid Dutcheſs, then *A. B.* and for other
 Conſiderations therein-mentioned, did convey,
 ſettle and aſſure; All that the Mannor of, &c.
 with the Rights, Members and Appurtenances
 thereof in the County of, &c. and All that
 Capital Meſſuage, &c. To the Uſes, Intents
 and Purpoſes following, *viz.* As for and con-
 cerning the ſaid Houſe or Meſſuage in, &c. **To Settlement.**
 the uſe of the ſaid *H. B.* and the ſaid Dutcheſs,
 then *A. B.* and the Survivor of them for and
 during

during the life of the said *J. Lord B.* And as for and concerning All that the Mannor or Lordship of, &c. with the Rights, Members and Appurtenances thereof in the, &c. or either of them in the County of, &c. and as for the said House in, &c. after the death of the said *J. Lord B.* To the use of the said *H. B.* during his Life; and as for the said House and Lordship of, &c. and all other the said Mannors, Messuages, Rectories, Advowsons, Lands, Tenements and Premises in the said several Counties of, &c. To the use and behoof of the said *J. Lord B.* for the time of his Life, and after his decease, then To the use of the said *H. B.* for the Term of his Life, and after the determination of that Estate, then To the use of Trustees therein-named, and their Heirs during the life of the said *J. B.* upon Trust to support the contingent Remainders therein mentioned, And from and after the decease of the said *J. Lord B.* and *H. B.* and of the longer Liver of them; then To the use and intent that the said Dutcheß, then *A. B.* and her Assigns from and after the decease of the said *H. B.* should and might yearly and every year, have, take and receive forth and out of the said Premises, and every part and parcel thereof, the full and entire Rent of 1100 *l.* of lawful English money, without any Deduction or Abatement for any matter or thing whatsoever (Parliament-Taxes only excepted) for and during the Term of her natural Life, until the said Dutcheß, then *A. B.* should by any other Husband have Issue Male, which by her death would be actually intituled to the *Northamptonshire-Estate* above-mentioned settled upon the said Dutcheß (then *A. B.*) and her Issue Male by the said *H. B.* as aforesaid; And from and after the said Dutcheß (then *A. B.*) should have Issue Male

The User.

by any other Husband, which Issue Male should or would be next and immediately intituled to the said *Northamptonshire-Estate* upon the death of the said *A.* That then and in such Case, To the use and intent that the said Dutcheſs (then *A. B.*) and her Assigns, should and might from thence have, receive, perceive, and take for and out of all and singular the said Premises yearly and every year, during the Term of her natural Life, the yearly Rent or Sum of 1000 *l.* of lawful English Mony, and no more, without Deduction or Abatement for any matter or thing whatsoever (except Parliament-Taxes) the said yearly Payments of 1100 *l.* and 1000 *l.* to be respectively paid during the continuance thereof half yearly at the two usual Feasts of, &c. by equal Portions: the first Payment of the said yearly Rent of 1100 *l.* to commence and be made upon of such the said Feasts, which should first happen after the decease of the said *H. B.* and the first Payment of the said yearly Rent of 1000 *l.* to commence and be made upon such of the said Feast-days which should happen next after the said Dutcheſs (then *A. B.*) should have Issue Male by any other Husband, than the said *H. B.* which should as aforesaid be intituled to the said *Northamptonshire-Estate*; And to the end and intent, That if the said respective yearly Payments of 1100 *l.* or 1000 *l.* or any part thereof should be behind or unpaid by the space of 30 days next after any of the said Feasts or days of Payment whereon the same ought to be paid as aforesaid, it should and might be lawful to and for the said *A. B.* and her Assigns from time to time and at all times, into all and singular the said Premises, or into any part thereof to enter and distrain, and all and every Distress and Distresses there found to take, lead, drive, carry

carry away and impound, and the same to detain and keep until the said Dutcheſs (then *A. B.*) and her Affigns ſhould be ſatisfied of the ſaid reſpective Sum and Sums of 1100 *l.* or 1000 *l.* then due and payable, and all Arrears thereof, and all Damages, Expences and Charges which ſhe or they ſhould make, expend, or be put unto, for, or in reſpect of any Diſtreſs or Diſtreſſes, Suit or Suits which ſhe or they ſhould make, ſuffer, or be put unto in reference thereunto; And if the ſaid Sums of one thouſand one hundred Pounds, and one thouſand Pounds, or any part thereof ſhould happen to be behind and unpaid by the ſpace of 40 days next after any the ſaid Feaſts or Days on which the ſame are limited and ought to be paid as aforeſaid, That then and in ſuch caſe it ſhould and might be lawful to and for the ſaid Dutcheſs (then *A. B.*) and her Affigns, into all and ſingular the ſaid Premises ſo as aforeſaid, ſubjected to the ſaid Annual Payments or reſpective Rent-charges, and every part thereof to enter, and poſſeſſion thereof to hold, and the Rents, Iſſues and Profits thereof to take and receive until the ſaid Dutcheſs (then *A. B.*) and her Affigns ſhould be ſatisfied, all Arrears of the ſaid reſpective Annual Payment or Rent-charges, and all Coſts, Damages and Expences, which ſhe or they ſhould have ſuſtained or ſuffered by reaſon of the non-payment thereof, which ſaid annual Payments or Rents-charges of 1100 *l.* or 1000 *l.* are and each of them is declared to be in Barr of the Dower and Thirds of the ſaid Dutcheſs (then *A. B.*) out of the Lands and Hereditaments of the ſaid *H. B.* And as to all the ſaid Mannors and Premises from and after the deceaſe of the ſaid Lord *B.* and *H. B.* ſubject as aforeſaid to the ſaid Annual Payments or Rent-charges as afore-

aforesaid to divers other Uses in the said Indenture *Quadripartite* mentioned as by the said last recited Indenture, relation thereunto being had may more at large appear : And Whereas the said J. Ld B. and H.B. are both since dead, And the said Duke of R. and L. since the Death of the said H. B. hath intermarried with the said A. B. whereby the said Duke and Dutchess in right of the said Dutchess are now seized of the said Rent of 1100 l. for her Life as aforesaid : Now this Indenture Witnesseth, That in pursuance of an Agreement in this behalf had, preceeding and relating to the Intermarriage of the said Duke and Dutchess of R. and L. and for the satisfying and paying the several Debts owing by the said Duke in Order as they are mentioned and expressed in a Schedule hereunto annex'd, and for the making and performing the several other Trusts and Payments hereinafter directed, and for and in consideration of the sum of 5 s. of lawful, &c. to each and every of them the said Duke and Dutchess of R. and L. F. Lord B. T. D. and E. R. in hand paid by the said C. Duke of S. R. Earl of C. G. B. and W. R. the Receipt whereof is hereby acknowledged, they the said C. Duke of R. and L. F. Grant. Lord B. T. D. and E. R. Have bargained, sold, demised and leased, and by these Presents do bargain, sell, demise and lease unto the said C. Duke of S. R. Earl of C. G. B. and W. R. All and every the Duties, Sums of Mony, yearly Rents, and all other the said Premises hereinbefore mentioned to be granted to the said Duke of R. and L. as aforesaid, and all and every the Arrears of the said Duty, Rent, Sums of Mony, and other the Premises, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, To have, T. t hold,

hold, receive, perceive and enjoy, all and every the said Duties, Rents, Sums of Mony, and other the Premises unto the said C. Duke of S. R. Earl of C. G. B. and W. R. their, &c. from henceforth for and during the full Time and Term of 99 years fully to be compleat and ended, if the said C. Duke of R. and L. shall so long live; And the said C. Duke of R. and L. for the Considerations aforesaid, doth hereby give and grant full Power and Authority unto the said C. Duke of S. R. Earl of C. G. B. and W. R. their, &c. in the name of the said Duke of R. and L. to demand, sue for, recover, levy, and receive all the said Arrears, and the growing Duties and Rents, upon the Trusts and for the Purposes hereinafter-mentioned and declared: And this Indenture further Witnesseth, That the said Duke and Dutches of R. for the Considerations aforesaid, Have granted, bargained, sold, assigned, transferred and set over, and by these Presents do, grant, bargain, sell, assign, transfer, and set over unto the said Duke of S. Earl of C. G. B. and W. R. the said several yearly Rents or Payments of 1100 l. and 1000 l. so as aforesaid granted or limited unto the said Dutches of R. and L. by the name of A. B. for her life as aforesaid, To have and to hold the said several yearly Rents of 1100 l. and 1000 l. unto the said Duke of S. Earl of C. G. B. and W. R. their, &c. from henceforth for and during and unto the full End and Term of 99 years if the said A. Dutches of R. and L. shall so long live; And it is hereby agreed and declared by and between all the Parties to these Presents, That the several Grants, Bargains, Sales and Assignments, as well of the said Duties upon Coals, as also of the said several yearly Rents of 1100 l. and 1000 l. hereby made, are made up

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on Trusts, and to the Intents and Purposes herein-after-mentioned (that is to say) That they the said Duke of S. Earl of C. G. B. and W. R. and the Survivors and Survivor of them may and shall from time to time, and at all times hereafter during the joint Lives of the said Duke and Dutcheſs of R. and L. by and out of the Rents, Issues and Profits of the said yearly Rents and Payments of 11000 *l.* and 1000 *l.* so limited to the said Dutcheſs for her Life, pay or cause to be paid unto J. C. &c. the Sum of 1000 *l.* and interest for the same after the rate of 6 *l.* per Cent. per Annum, from the 6th day of May last, and may and shall by and out of the said Rents, Duties and Payments upon Coals, which shall become due and payable during the first year after the date of these Presents, and from and after Payment of the said 1000 *l.* and Interest unto the said J. C. then out of these yearly Rents and Payments of 1100 *l.* and 1000 *l.* also pay and satisfy unto the said Duke of R. and L. the yearly Sum of 2700 *l.* of lawful Mony of *England*, and may and shall likewise thereout pay or cause to be paid unto the said Dutcheſs of R. and L. the yearly Sum of 2700 *l.* of lawful Mony of *England*, and may and shall likewise thereout pay or cause to be paid unto the said Dutcheſs of R. and L. the yearly Sum of 300 *l.* of like lawful Mony for her own private and personal Expences and with which the said Duke of R. and L. shall not have to do or intermeddle, and may and shall likewise thereout pay satisfy and retain unto them the said Duke of S. and W. R. the Interest of 4100 *l.* half yearly after the rate of 6 per Cent. per Annum, from the date of these Presents: And may and shall in the next place pay or cause to

be paid unto N.H. of, &c. the Interest of 1160 *l.* after the rate of 6 *per Cent. per Annum* from the first day of *November* last, and may and shall pay or cause to be paid all the rest and residue of the said Duties, Rents and Payments, which shall arise and become payable during the first year after the date of these Presents unto the said E. R. for and towards the discharge and Satisfaction of the Sum of 2599 *l.* due to him from the said D. of R. and L. and the Interest thereof after the rate of 6 *l. per Cent. per Annum*, from the 24th day of this instant *June*: And these Presents are upon further Trust, and to the intents and purpose, That the said Trustees and the Survivors and Survivor of them by and out of all the said Rents, Duties and Payments upon Coals which shall become due and payable during the second year after the date of these Presents, and from and after payment of the said 1000 *l.* and Interest unto the said J.C. then out of the said yearly Rents and Payments of 1100 *l.* and 1000 *l.* also shall pay and satisfy unto the said Duke of R. and L. the yearly Sum of 2700 *l.* of lawful Mony of *England*, and may and shall likewise thereout pay or cause to be paid to the said Dutchess of R. and L. the yearly Sum of 300 *l.* of like lawful Mony, &c. for her own private and personal Expences, and with which the said Duke of R. shall not have to do or intermeddle, And may and shall in the next place thereout pay satisfy and retain unto them the said Duke of S. and W. R. the full Sum of 2100 *l.* at or upon the, &c. in pursuance of an Agreement for that purpose for the Purchase of *Goodwood* and certain Lands thereunto adjoyning in the County of S. and may and shall thereout after Payment unto the said E. R. of what shall remain unpaid of the said Sum of 2599 *l.* and Interest,

Interest, if any part thereof shall remain unpaid, pay and satisfy unto N.H. the full Sum of 1160 *l.* and the Interest thereof after the rate of 6 *per Cent. per Annum*, And from and after payment of all the aforesaid Sums of Mony in order as aforesaid, then the said Duke of S. Earl of C. G. B. and W. R. the Survivors and Survivor of them by and out of all the rest and residue of the said Receipts, Rents, Duties, Issues and Profits as well of the said Coals as of the said Rents of 1100 *l.* and 1000 *l. per Annum*, being the Jointure of the said Dutchess (subject always to the constant yearly Payment of 2700 *l.* to the said Duke of R. and of the said yearly payment of 300 *l.* to the said Dutchess of R. as aforesaid) pay off and discharge the several Sums of Mony, Debts and Payments mentioned and set down in a Schedule hereunto annex'd in such order and manner as the said Duke of S. Earl of C. G. B. and W. R. or the Survivor or Survivors of them in their discretion shall think fit: And from and after full Payment and Satisfaction shall be made of all and singular the said Debts and Sums of Mony, That then these Presents, and the Assignments thereby made and every thing herein-contained shall from thenceforth cease and determine: **Provided**, and it is agreed and declared by and between all the Parties hereunto, That neither the said Duke of S. Earl of C. G. B. nor W. R. nor either of them shall be chargeable or answerable for any more Monies than what shall actually come to their own hands respectively by virtue of the Trust hereby reposed in them, nor shall any one of them be answerable for any other of them, nor for the Receipts, Disbursements, Acts, Omissions or Defaults of any other of them, but each of them for his own Acts and Defaults only: And

that it shall and may be lawful to and for the said Duke of S. Earl of C. G.B. and W.R. their, &c. by and out of the Rents and Profits of the Premises to receive, reimburse and satisfy themselves all such Sums of Mony, Expences, Charges and Damages, which they or any of them shall lay out, sustain, or be put to, for or by reason of the undertaking or execution of the Trust hereby reposed in them or anyways relating thereunto.

In Witness, &c.

Mr.

Mr. C's Settlement of a Copyhold Estate.

THIS Indenture, Quadripartite, made, &c.
 Between G.C. the Elder of, &c. and G.C. the
 younger Son and Heir apparent of the said G.C.
 the elder of the first part, Sir W. St. J. of, &c.
 and J. C. second Daughter of the said Sir W. St.
 J. and now Wife of the said G. C. the younger
 of the second part, F. St. J. of, &c. and A. B.
 of, &c. of the third part, and Sir J. P. of, &c.
 and R. P. of, &c. Baronet, of the fourth part:
 Whereas a Marriage was lately had and solemn-
 ized between the said G. C. the younger, and
 the said J. his now Wife, and in Consideration
 thereof and of 3000 l. Portion paid by the said
 Sir W. St. J. to the said G. C. the elder, before
 the Solemnization of the said Marriage, he the
 said G. C. the elder did (amongst other things)
 covenant, promise and agree to make a Surren-
 der of all his Copyhold Messuages, Lands,
 Tenements and Hereditaments holden of the
 Mannor of, &c. wherein he had any Estate
 either in possession, Reversion or Remainder
 either in Law or Equity, into the hands of
 the Lord of the said Mannor according to the
 Custom of the said Mannor to and for such
 Uses, intents and purposes and under such Pro-
 visoos, Limitations, Trusts and Appointments,
 as should be by one Writing indented to be
 made for that purpose, and intended to bear
 even date with the said Surrender be limited,
 declared and appointed: And Whereas the said
 G. C. the elder in pursuance and performance
 of his said Agreement, covenant and promise

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hath

hath at a Copyhold-Court holden for the said Mannor of, &c. on this present day of instant, surrendred into the hands of the Lord of the said Mannor by the acceptance of the Steward according to the Custom of the said Mannor, All his said Copyhold Messuages, Lands, Tenements and Hereditaments in the said Surrender particularly mentioned and expressed, To the Uses, Intents and Purposes, and under the Provisoes, Trusts, Limitations, Directions and Appointments hereinafter by these Presents limited, declared and appointed, this present Indenture being made for that purpose: Now this Indenture Witnesseth, That for and in consideration of the said Marriage and Portion, and for the selling of part of a competent Jointure or Liveliness on the said J. C. and in further pursuance and performance of the said Agreements, Covenant and promise, and in consideration of the natural Love and Affection which he the said G.C. the elder beareth to the said G.C. the younger, and for a Provision for the Children of the said G.C. the younger, on the Body of the said J. begotten or to be begotten, and to the intent to limit, declare and appoint the said Uses, Provisoes, Limitations, Trusts and Appointments, for and concerning the said Copyhold Messuages, Lands, Tenements and Hereditaments in the said Surrender mentioned, and for divers other good Causes and Considerations him the said G. C. the elder thereunto moving, He the said G.C. the elder, Hath limited, declared and appointed, and by these Presents, doth for himself and his Heirs, limit, declare and appoint, and it is in and by these Presents, and by all and every the Parties hereunto limited, declared and appointed, That the said Surrender of the said Copyhold Messuages, Lands, Tenements and Hereditaments

Limitation of
the said Copy-
hold Estate to
the use, &c.

ments shall be and enure, and the said Copyhold Messuages, Lands, Tenements and Hereditaments in the said Surrender contained, and every part and parcel thereof shall be and enure, and are hereby limited and declared to be and enure to and for the Uses, Intents and Purposes, and under the Provisoes, Limitations, Trusts and Appointments hereinafter-mentioned and expressed, and to and for no other use, intent or purpose whatsoever (that is to say) *To the use and behoof of the said G. C. the younger, for and during the Term of his natural Life, and from and after the Decease of the said G. C. the younger, To the use of the said J. his now Wife, for and during the Term of her natural Life in part of her Jointure, and immediately after the Decease of the longer Liver of them the said G. C. the younger, and J. To the use and behoof of the said F. St. J. A. B. Sir J. P. and Sir R. P. their, &c. for and during the Term of 200 years, from thenceforth fully to be compleat and ended, upon such several Trusts and Confidences nevertheless and to such intents and purposes as are hereinafter-expressed and declared concerning the said Term and Estate, and from and after the Expiration and Surrender, or other sooner Determination of the said Estate, To the use and behoof of the said Sir W. St. J. his, &c. upon this Trust and Confidence, That they shall permit and suffer the first Son of the said G. C. the younger, on the Body of the said J. begotten or to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing, to receive the Rents, Issues and Profits thereof, And for default of such Issue, upon this further Trust and Confidence, That they shall permit and suffer the second Son of the said G. C. the younger on the Body of the said J. begotten or to be begotten,*
and

and the Heirs Males of the Body of such second Son lawfully issuing to receive the Rents, Issues, and Profits thereof, And for default of such Issue, upon this further Trust and Confidence, That they shall permit and suffer the third *4th, 5th, 6th, 7th, 8th, 9th, 10th*, and all and every other the Son and Sons of the said G. C. the younger on the Body of the said J. begotten or to be begotten, severally and successively one after another in order and course as they shall be in Seniority of Age and Priority of Birth, and the several Heirs Males of their several and respective Bodies lawfully issuing, to receive the Rents, Issues and Profits thereof, every elder of the said Sons, and the Heirs Males of his Body being always preferred before the younger, and the Heirs Males of their Bodies: And for default of such Issue in case the said J. shall happen to be enseint of a Child or Children by him the said G. C. the younger at the time of his Decease, and shall be after delivered of such Child or Children, and such after-born Child or Children, shall happen to be a Son or Sons, then upon this further Trust and Confidence, That they shall permit and suffer all and every such after-born Son and Sons, severally and successively one after another as they and every of them shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such after-born Son and Sons lawfully issuing (the elder of such after-born Son and Sons lawfully issuing and the Heirs Male of his Body issuing, being always to be preferred, and to take before the younger of such after-born Sons, and the Heirs Male of his and their Bodies issuing) to receive the Rents, Issues and Profits thereof to his and their own use and benefit; And for default of
such

Such Issue, upon this further Trust and Confidence, That the said Sir *W. St. J.* his Heirs and Assigns shall surrender the said Premises, ~~To the use~~ and behoof of the said *F. St. J. A. B. Sir J. P. and Sir R. P.* their, &c. for the Term of 300 years from thenceforth next ensuing, fully to be compleat and ended, Upon such Trusts and Confidences nevertheless, and to such Intents and Purposes as are hereinafter-expressed and declared concerning the same Term and Estate, and from and after the expiration, or other Determination of the same Estate and Term of years, upon this further Trust and Confidence, That the said Sir *W. St. J.* his Heirs and Assigns, shall surrender the said Premises, and every part thereof, ~~To the use~~ and behoof of the said *G. C. the elder*, his Heirs and Assigns for ever; And as for and concerning the said Term of two hundred years limited to the said *F. St. J. A. B. Sir J. B. and Sir R. P.* their, &c. It is hereby declared and agreed by and between all the said Parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents is, That the said Term and Estate of two hundred years herein-before limited to the said *F. St. J. A. B. Sir J. P. and Sir R. P.* their, &c. as aforesaid, together with one other Term of 200 years limited to the same Persons of other Lands and Tenements of the said *G. C. the elder*, by one Indenture bearing even date with these Presents, and made or, &c. between the said Parties to these Presents are and is upon this special Trust and Confidence, That the said *F. St. J. A. B. Sir J. P. and R. P.* and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor shall and will

will out of the Rents, Issues and Profits of the said Copyhold Messuages, Lands, and Premises so to them limited, or by Sale, Demise or Mortgage of the said Premises, or any part thereof for all or any part of the said Term of 200 years or otherwise, as to them shall seem meet, levy and raise such Sum and Sums of Mony not exceeding the Sum of 4000 /. in the whole for the younger Sons and Daughters of the said G.C. the younger on the Body of the said J.C. begotten or to be begotten, and to pay or cause to be paid the said Sum and Sums of Mony to his said Sons and Daughters, or any of them, at the time and times, and in such sort, manner and proportion, as the said G. C. the younger by any Deed or Deeds, Writing or Writings to be sealed and subscribed by him the said G. C. the younger in the Presence of two or more credible Witnesses, or by his Last Will and Testament in Writing to be subscribed by him in the Presence likewise of two or more credible Witnesses shall declare, limit and appoint, And upon this further Trust and Confidence, and to the intent that after all the said Sums of Mony shall be raised and levied as aforesaid, together with the Charges and Expences in and about the raising and levying thereof, or that any Person or Persons who by virtue of any Limitation herein-contained, shall be of the said Copyhold Messuages and Premises, or any part thereof seized, or any in Trust for them of any Estate of Inheritance, or for life in Reversion or Remainder expectant upon the said Term of two hundred years shall pay the same, or so much thereof as shall be unlevied, That then and at any time after, as also in Case there be no such younger Sons or Daughters at the time of the Commencement of the said Term

Term of 200 years, nor that the said *J.* shall be enfeint of any younger Son or Daughter begotten by the said *G. C.* the younger which shall after be born alive, or that all such younger Sons and Daughters of the said *G. C.* the younger shall happen to die before they attain the time to be appointed by the said *G. C.* the younger for their receiving of their Portions of the said Sums of Mony as aforesaid, or for want of such Appointment they the said *F. St. J. A. B. Sir J. P.* their, &c. shall and will at the reasonable Request, and at the proper Costs and Charges of such Person or Persons to whom the immediate Estate of Inheritance or for life of and in the said Copyhold Messuages, Lands and Premises expectant upon the determination of the said Term of 200 years shall by the true intent and meaning of these Presents belong or appertain, assign, surrender and yield up the said Estate and Term of years to such Person or Persons so requiring the same. And it is hereby declared and agreed by and between all the said Parties to these Presents, and the true intent and meaning of them and every of them, and of these Presents is, That the said Term and Estate for 300 years herein before likewise limited unto the said *F. St. J. A. B. Sir J. P.* and *Sir R. P.* their, &c. as aforesaid, together with one other Term of 300 years, limited to the same Persons of other Lands and Tenements of the said *G. C.* the Elder by one Indenture bearing even date with these Presents, and made, or, &c. by and between all the said Parties to these Presents, are and is upon this special Trust and Confidence, and to the Intent and Purpose, That in case the said *G. C.* the younger, shall have a Daughter or Daughters by the said *J. C.* which shall be living at the time of his Decease, or born after, which
 Daughter

Daughter or Daughters shall live to attain the age of 18 years, or to be married, That then they the said *F. St. J. A. B. Sir J. P. and Sir R. P.* or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor shall and will by, with, and out of the Rents, Issues and Profits of the said Copyhold Messuages, Lands and Premises, so to them limited, or by Sale, Demise or Mortgage thereof, or of any part thereof for all or any part of the said Term of 300 years or otherwise as to them shall seem meet, levy and raise such Sum and Sums of Money for the Portion or Portions of such Daughter or Daughters in such sort and proportion, and to be paid in such manner and form as is herein-after mentioned (that is to say) in case there shall be one such Daughter, and no more then the Sum of 3000 *l.* shall be levied and raised for the Portion of such only Daughter; and in case there shall be two or more such Daughters, then the Sum of 4000 *l.* shall be levied and raised for the Portions of the said Daughters to be equally divided between them, which said Portion or Portions shall be paid unto such Daughter or Daughters which shall not be born or shall be unmarried, and under the age of 18 years at the time of the Commencement of the said Term of 300 years respectively at the day or days of her or their respective Marriage or Marriages (so as they marry with the Consent of the said Trustees, or some or one of them, if under the age of 14 years) or at her or their respective age or ages of 18 years, whichever shall first happen: But if she or they or any of them shall be married, or have attained to the said age of 18 years before the Commencement of the said Term of 300 years, then the Portion of such Daughter or Daughters which shall be married,

ried, or shall have attained the age of 18 years before the Commencement of the said Term, shall be paid unto her or them respectively within one year after the Commencement of the said Term of 300 years: And upon this further Trust and Confidence, That the said Trustees and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor shall raise in manner aforesaid, and pay to the said several Daughter and Daughters, till her and their Portion and Portions shall be due and payable, such yearly Sum and Sums of Money for their Education and Maintenance, and at such time and times, and in such manner as they or any of them shall think fit, so as they pay to no one Daughter above the yearly Sum of 26 *l*. And upon this further Trust and Confidence, and to the intent that after all the said Portions shall be raised, together with the Charges in and about the levying and raising thereof, or that any Person or Persons who by virtue of any Limitation herein contained shall be of the said Copyhold Messuages, Lands and Premises or any part thereof seized, or any in trust for them, of any Estate of Inheritance or for Life in Reversion or Remainder of the said Term of 300 years shall pay the same or so much thereof as shall be unlevyed, That then and at any time after, as also in case there shall be no such Daughter or Daughters at the time of the Commencement of the said term or Estate for 300 years, nor that the said *J*. shall then be enseint of any Daughter begotten by the said *G. C.* the younger, which shall be attorned alive, or that all such Daughters shall happen to die before any of them attain the age of 18 years, or be married, they the said *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, &c. shall and will at the reasonable Request, and proper Costs and Charges

Charges of such Person or Persons to whom the immediate Estate of Inheritance, or for life, or the Trust of and in the said Copyhold Messuages, Lands and Premises expectant upon the determination of the said Term of 300 years shall by the true intent and meaning of these Presents belong or appertain, assign, surrender and yield up the said Estate and Term of years unto such Person or Persons so requiring the same: ~~Pro~~hibited always, and it is covenanted, declared and agreed by and between all the said Parties to these Presents, and it is the true intent and meaning of them and every of them, and of these Presents, and it is hereby declared, limited and appointed, that it shall and may be lawful to and for the said G. C. the younger; And the said G. C. the younger shall have full Power and Authority by any Deed or Deeds, Writing or Writings to be by him sealed and subscribed in the Presence of three or more credible Witnesses to declare, limit or appoint the Copyhold Messuages, Lands, Tenements and Hereditaments hereinafter particularly mentioned (that is to say) the Mansion-house at, &c. with their and every of their Appurtenances in S. aforesaid, and every or any Part or Parcel thereof to any Woman or Women, That at any time hereafter he the said G. C. the younger shall happen to marry for the Term of the Life or Lives only of such Woman or Women for her and their respective Jointure or Jointures, or Livelihood, and in lieu of her Dower and Thirds at the Common Law; And it is hereby declared, limited and appointed, That the said Surrender herein-before-recited as to the said Messuages and other the last-mentioned Premises from and after such Declaration, Limitation and Appointment of the said G. C. the younger, shall

A Proviso, &c.

shall be and enure to the use of the said Woman or Women from the time as he shall happen to marry, for and during her or their natural Life or Lives for their respective Jointure or Jointures, or livelyhood as aforesaid, any thing herein to the contrary in anywise notwithstanding: ~~1010~~ A Proviso, &c. ~~vided~~ always, and it is further covenanted, declared and agreed by and between all the said Parties to these Presents, and the true intent and meaning of them, and of these Presents, and of the said Surrender was and is, That if the said G.C. the younger, and J. his Wife, or the Survivor of them, by and with the advice and consent of the said Sir W. St. J. and G. C. the elder during their Joint Lives; And if it shall happen that the said Sir W. St. J. shall die first, then after the Decease of the said Sir W. St. J. by and with the advice and consent of the said G. C. the elder, with F. St. J. and A. B. or either of them; And if it shall happen that the said G. C. the elder shall die before the said Sir W. St. J. then after the Decease of the said G. C. the elder, by and with the advice and consent of the said Sir W. St. J. with the said Sir J. P. and Sir R. P. or either of them shall be minded to sell and dispose of the said Premises in S. aforesaid, or any part thereof, That then and in that case it shall and may be lawful to and for the said G. C. the younger, and J. his Wife, and the Survivor of them, and the said Sir W. St. J. to surrender the said Premises all or such part thereof as shall be agreed to as aforesaid into the hands of the Lord of the said Mannor of, &c. to such Person and Persons, and for such Estate and Estates, and to such Uses, Intents and Purposes as by the said G. C. the younger, and J. his Wife, or the Survivor of them, by and with the consent aforesaid, shall be limited and

declared, and that such Surrender or Surrenders of the said Premises, or any part thereof by the said G. C. the younger, and J. his Wife, or the Survivor of them, and the said Sir W. St. J. and the Estate and Estates, Uses, Intents and Purposes, limited and declared thereupon shall be good and effectual in Law to all Intents and Purposes any thing herein-before to the contrary in anywise notwithstanding: And it is further provided, covenanted, declared and agreed, by and between all the said Parties to these Presents, and the true intent and meaning of them, and of these Presents, and the true intent and meaning of them, and of these Presents, was and is, that all the said Monies, and every part thereof that shall be raised by such Sale of the said Premises, or any part thereof shall be laid out to purchase other Lands, Tenements and Hereditaments in some other place to be agreed on as aforesaid, and that the said other Lands, Tenements and Hereditaments, so purchased, and every part thereof immediately upon the said Purchase shall be conveyed and settled to and upon the same Uses, Trusts, Intents and Purposes, and subject unto and under the said Limitations, Provisoos, Clauses and Appointments, as the said Copyhold Tenements and Premises are hereby limited, assured and conveyed, and to no other Uses, Trusts, Intents and Purposes whatsoever: **Provided** always, and it is hereby further declared and agreed, and the intent of all the said Parties and of these Presents is, That every of the said Limitations and Estates of the Premises shall take effect and stand good, and be enjoyed according as the said respective Limitations and Estates of the Premises, or of the Trusts thereof, shall in Priority of time be made, limited, &c. one before the other, by force of any Power or Proviso

A Proviso, &c.

vifo aforesaid, the intent of all the Parties to these Presents being that none of the subsequent Limitations or Estates thereof, shall determine, charge, change, or make void the former: But every such Limitation and Estate to be in force, take effect and continue respectively and in order, as every such Limitation or Estate shall precede the others in point of time and creation, without respect at all to the order of penning or placing the same Powers or Provisoes aforesaid mentioned in this present Indenture; And the said G. C. the elder for himself, his, &c. and for every of them, doth covenant, grant and agree, to and with the said Sir *W. St. J. F. St. J.* and *A. B.* their, &c. by these Presents, That the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises before by these Presents mentioned to be surrendered, conveyed, settled and assured, and every part and parcel thereof now are and be freely and clearly acquitted, exonerated and discharged, or otherwise shall be well and sufficiently saved, defended and kept harmless and indemnified by him the said G. C. the elder, his, &c. of and from all and all manner of former and other Surrenders, Grants, Leases, Jointures, Dowers, Entails, Judgments, Statutes, Recognizances, Extents, Executions, Rents, Charge-Rents seck, and of and from all other Estates, Rights, Titles, Troubles, Forfeitures, Charges and Incumbrances whatsoever in Law or Equity heretofore had, made, committed, done, or wittingly or willingly omitted suffered or assented unto, or hereafter to be had, made, committed, done, or wittingly or willingly omitted, suffered or assented unto by him the said G. C. the Elder, his Heirs or Assigns, or any of them, or any other Person or Persons whatsoever,

A Covenant,
That the Premises are free from Incumbrances.

Settlements.

ever, any lawful Estate, Right, Title or Interest in or unto the said Premises, or any Part or Parcel thereof lawfully having or claiming by, from or under him, them, or any of them, except one or more Surrenders to N.B. and P.G. A Covenant from G.C. the elder to do and execute all and every other Act or Acts, Thing or Things, Surrender or Surrenders, Conveyance or Conveyances, Assurances in the Law whatsoever for the further assuring the Premises to the Intents and Purposes herein-before mentioned.

In Witness, &c.

Sir

*Sir P. P. Marriage Settlement in pursuance
of an Act of Parliament.*

This Indenture, Sextepartite, made, &c. Between Sir G. P. of, &c. Baronet, of the first part, Dame S. P. Widow, Relict of Sir R. P. late Father of the said Sir G. P. of the second part, Sir W. B. of, &c. Baronet, and M. B. eldest Daughter of the said Sir W. B. of the third part, the Honourable A. G. of, &c. Esq; Sir T. D. of, &c. Baronet, W. C. of, &c. Esq; E. B. of, &c. Serjeant at Law, and Sir T. P. of, &c. Kt. of the fourth part, W. C. of, &c. Esq; and C. B. of, &c. Esq; of the fifth part, and L. B. of, &c. Esq; and E. B. of, &c. Esq; Son and Heir apparent of the said E. B. of the sixth part: *Whereas* by Lease and Release bearing date, &c. the Release purporting a Settlement made upon the Marriage of the said Sir R. P. with the said Dame S. P. and made, or, &c. between the said Sir R. P. and S. his Wife of the first part, G. C. the elder, Esq; Father of the said Dame S. P. of the second part, Sir J. P. of, &c. Baronet, R. N. of, &c. Esq; G. C. then Son and Heir apparent of the said G. C. the elder, and R. N. of, &c. Esq; of the third part, He the said Sir R. P. for the Considerations in the said Indenture of Release mentioned, did amongst other things convey and assure all those the Mannors or Lordships of, &c. and every of them, with their Appurtenances, lying within the several Parishes, &c. or elsewhere in the said County of S. And all those two Mannor-houses, &c. and all Houses, &c. To the said G. C. the elder, and R. N. their Heirs to and for the several Uses in

the said Indenture of Release particularly mentioned; And in particular as for and concerning, All that the said Mannor of, &c. with the Appurtenances, and all and singular the Messuages, Lands, Tenements and Hereditaments thereto belonging (that is to say) the Mannor-house of, &c. with the Appurtenances, the eight Acres next the House, &c. which said Mannor-house of J. and other the Premises, are therein-mentioned to be situate, &c. aforesaid, And as for and concerning the Farm called, &c. with the Rights, Privileges, Ways, Easements, Profits, Commodities, Emoluments and Appurtenances thereto belonging from and after the Decease of him the said Sir R. P. for his Life, and after the Decease of M. P. Mother of the said Sir R. P. (who then had and still hath an Estate for the Term of her natural Life therein for her Jointure.) To the use and behoof of the said Sir R. P. for his Life, and from and after the Decease of him the said Sir R. P. and of the said M. P. then To the use and behoof of the said Sir J. P. R. N. G. C. the Son, and R. N. their Executors and Assigns, for and during the Term of fourscore and eighteen years in Trust for the raising two thousand pounds, or such other Sum as the same Trustees or the Survivor of them, and his Executors and Administrators should think fit for the Daughters Portions of the said Sir R. P. by the said Dame S. P. if the said Sir R. should have any Son or Sons by the said Dame S. to be paid to such Daughters at her or their age of 18 years or day of Marriage, which should first happen, and to have any Sum not exceeding 40 *l. per Annum*, if one Daughter only, and if two or more, 30 *l. per Annum* apiece, for her and their maintenance, until such Portion should become payable,

ble, By which said Settlement also several Lands, Tenements and Hereditaments, were limited to the said Dame S. P. for her life, or did stand as a Security to her for the Payment of 600 *l. per Annum* for her Jointure, As by the said Indenture of Release may more at large appear : And whereas by an Act of Parliament made in the 4th year of their now Majesty's Reign, and entituled an Act to enable Sir G. P. of, &c. Baronet, to make a Settlement upon his Marriage, notwithstanding his Minority, which said Sir G. P. in the Act of Parliament named, is the said Sir G. P. Party to these Presents, and the said Act, reciting amongst other things, the aforesaid Indenture of Release, and that the said Sir G. P. had left four Sons, *viz.* the said Sir G. P. his eldest, and R. T. and W. P. his younger Sons, and only one Daughter P. and that the said Sir G. was seized in Tail of all the aforesaid Mannors, Messuages, Lands and Premises, subject to several Jointures of the said Dame S. P. and M. P. his Mother and Grandmother, and charged with the Sum of 2000 *l.* for the Portion of the said P. And reciting that the said Dame S. P. was willing to surrender all and every the Mannors and Premises so limited to her for life, which were and stood as a Security to her for the Payment of the Sum of 600 *l. per Annum* for her Jointure, and instead thereof the better to promote the said Sir G. P. in Marriage to accept of some part of the same, or other Lands not exceeding 500 *l. per Annum* to be resettled on her for her Jointure : And reciting also, That the said Sir G. P. was unmarried, and under the age of one and twenty years, by reason whereof he could not make a Jointure for any Wife he should marry during his Minority, or make any Provision for Daughter or younger Child he

should happen to have by such Wife, or to have the advantage of such Surrender as the said Dame S. his Mother, was willing to make of her Jointure, for that he could not resettle upon the said D. S. his Mother, any part of such Lands as she should so Surrender, and that he the said Sir G. P. had an opportunity of marrying, and having a Forraue with a Wife by which should be enabled not only to pay off and discharge his Estate from the 2000 *l.* Porriou of the said P. but also to make some Provision for his said younger Brothers, who by the Settlement aforesaid are altogether unprovided for: **It was therefore enacted,** That the said Sir G. P. should have full Power and Authority to him given during his Minority by and with the consent of the said Dame S. P. A. G. Sir T. D. Sir N. B. W. C. E. B. and T. P. or any three of them whereof the said Dame S. to be one (if living) in writing under their Hands and Seals testifying such their Consent and Approbation by one or more Writing or Writings under the Hand and Seal of the said Sir G. P. to be by him executed in the Presence of three or more credible Witnesses to assign and convey all and singular the said Mannors, Lordships, Lands, Tenements and Hereditaments in the said recited Indenture of Release mentioned to such Trustees and their Heirs, as they the said S. P. E. B. E. B. and Sir T. P. the Survivors and Survivor of them should think fit and by writing appoint as aforesaid, to the Uses, Intents and Purposes, and under such Trusts, Provisoos and Agreements as in the said Act, and hereafter in these Presents are mentioned of and concerning the same, as by the said Act of Parliament, relation being thereunto had may more at large appear: **And** Whereas the said Dame S. P. hath by Indenture bearing date, &c. surrendered unto the said Sir G. P.

P. All the aforesaid Mannors, Messuages, Lands, Tenements and Hereditaments limited to her by the said Indenture of Release for her Jointure, and by the said Indenture bearing, &c. hath released unto the said Sir G. P. all her Right and Title of Dower of, in, or to all or any the Lands, Tenements and Hereditaments, late of the said Sir R. P. her Husband: And Whereas there is a Marriage (by the Permission of God) agreed shortly to be had and solemnized by and between the said Sir G. P. and M. B. Now this Indenture witnesseth, That for and in Consideration of the said intended Marriage, and the Sum of 4000 l. of lawful, &c. (being the Marriage-Portion of the said M.) unto the said Sir G. P. or for his use by the said Sir W. B. beforehand paid at or before the enfealing and delivery of these Presents, the Receipt whereof he the said Sir G. P. doth hereby acknowledg, and thereof and every part thereof doth acquit, release and discharge the said Sir W. B. his Executors and Administrators, And for the settling of a Competent Jointure on the said M. B. in case the said intended Marriage shall take effect, and she shall happen to survive the said Sir G. P. And for the settling the Mannors, Messuages, Lands, Tenements and Hereditaments hereafter mentioned upon the Trusts, and to and for the Uses, Intents and Purposes, and with and under the Provisos and Agreements herein-after mentioned, expressed and declared, pursuant to the said Act of Parliament; And also for and in consideration of the said Surrender and Release so as aforesaid made by the said Dame S. P. He the said Sir G. P. in pursuance of the said Act of Parliament, and the Powers and Authority thereby to him given by and with the Consent and Approbation of the said Dame S. P. A.G. Sir
T.

T. D. Sir W. B. W. C. E. B. and Sir T. P. or three of them at least, as may appear by their being Parties to these Presents, and by their signing and sealing hereof, Hath granted, bargained, sold, aliened, appointed, released and confirmed, and by these Presents doth grant, bargain, sell, alien, appoint, release and confirm unto the said *W. C. and C. B.* (being Trustees for that purpose by these Presents appointed by the said Dame *S. P. E. B. and Sir T. P.* And which the said Dame *S. P. E. B. and Sir T. P.* do hereby appoint pursuant to the said Act as may appear by their being Parties to these Presents, and signing and sealing hereof) And to their Heirs, all those the aforesaid Mannors, or Lordships of, &c. All which said Premises are now already, or are intended to be in the actual possession of the said *W. C. and C. B.* by virtue of a Bargain and Sale to them thereof made by Indenture bearing date the day next before the day of the date of these Presents for one whole year commencing from the Feast of, &c. last past, before the date of these Presents, and by force of the Statute for transferring of uses into possession, made and provided; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Mannors, Messuages, Lands, Tenements and Hereditaments, and of every Part and Parcel thereof, And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever both in Law and Equity of him the said *Sir G. P.* of, into, and out of the said Mannors, Messuages, Lands, Tenements, Hereditaments, &c. and every Part and Parcel thereof, To have and to hold the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, unto the said *W. C. and C. B.* their Heirs and Assigns for ever,

ever, to and for the Uses, upon the Trusts, and with and under the Provisoes, Limitations and Agreements hereafter-expressed, declared, limited and contained of and concerning the same: And the said Sir G. P. doth further by these Presents, by and with the Consents as aforesaid, and testified as aforesaid, and in pursuance of the Power to him given for that purpose by the said Act, grant, assure and convey unto the said W. C. and C. B. and their Heirs, All and singular the said Mannors, Messuages, Tenements, Hereditaments, &c. with their and every of their Appurtenances to and for the Uses upon the Trusts, and with and under the Provisoes, Limitations and Agreements hereinafter-limited: And the said Sir G. P. doth by this his Deed under his Hand and Seal, testified by three or more credible Witnesses, limit, declare and appoint, that from and after the sealing and executing of these Presents the said W. C. and C. B. and their Heirs, shall stand and be seized of all and singular the said Premises, and the same shall for ever hereafter remain, and be to the Uses, upon the Trusts, and with and under the Provisoes, Limitations and Agreements, hereinafter limited (that is to say) until the said intended Marriage shall take effect to the same Uses, Intents and Purposes as in and by the said recited Indenture of Release are mentioned and expressed of and concerning the same Premises respectively; And from and after such his Marriage, then as for and concerning All that Messuage or Tenement with a Barn, Stable and Close thereunto adjoyning at the Rent of, &c. To the use and behoof of the said Dame S. P. for the Term of her natural Life in full of her Jointure surrendered as aforesaid, and in full barr, lieu and satisfaction of her Dower and

Thirds

Thirds out of all or any the Lands, Tenements
 and Hereditaments, late of the said Sir R. P. her
 Husband, the same Premises so limited by these
 Presents in pursuance of the said Act of Parlia-
 ment, to be saved harmless and indemnified by
 the said Sir G. P. for himself, his Heirs and As-
 signs; And the said Sir G. P. for himself, his
 Heirs and Assigns doth hereby grant and agree
 to and with the said Dame S. P. her, &c. to
 save harmless and indemnified the same, of,
 from and against all Fee-farm Rents, and other
 Rents issuing or payable out of the same, or
 chargeable thereupon, or upon any part thereof,
 And as for and concerning all other the Mannors,
 Messuages, Lands, Tenements and Heredita-
 ments aforesaid, whereof no use is herein-before-
 limited to the said Dame S. for the Term of
 her natural Life, and which are not in Jointure
 to the said Dame M. P. and as for the Lands,
 Tenements and Hereditaments limited to the said
 Dame S. by these Presents, and also the Lands,
 Tenements and Hereditaments in Jointure to the
 said M. P. from and after the determination of
 their respective Estates and Interests, therein
 for the Terms of their respective Lives, ~~To the~~
 use and behoof of him the said Sir G. P. dur-
 ing the Term of his natural Life without Im-
 peachment of or for any manner of Waste, and
 with full Power to commit Waste: And from
 and after the End, Forfeiture or other Deter-
 mination of that Estate, then ~~To the~~ use and
 behoof of the said W. C. and C. B. and their
 Heirs, during the Life of the said Sir G. P. in
 Trust to preserve the contingent Uses and Estates
 herein-after limited from being defeated and bar-
 red, and for that purpose to make Entries and
 bring Actions as the case shall require; but ne-
 vertheless to permit and suffer the said Sir G. P.
 and

and his Affigns, to receive and take the Rents, Issues and Profits thereof during the Term of his natural Life: And from and after the Decease of the said Sir G. P. as for and concerning all that the Mansion-house of, &c. All the Lands not in Jointure to Dame S. P. and M. P. are comprized in these, &c. All which said last-mentioned Premises are situate, &c. aforesaid, some or one of them, and are of the yearly value of, &c. or thereabouts, To the Intent and Purpose, That the said M. B. shall and may during her natural Life, lawfully and peaceably have and receive out of all and singular the said last-mentioned Messuages, Lands, Tenements, Hereditaments and Premises one yearly Rent or Sum of 500 *l.* at the two usual Feasts or Days of Payment in the year (that is to say) the Feasts of, &c. by even and equal Portions; The first Payment thereof to begin and to be made upon such of the said Feasts as shall first happen after the Death of the said Sir G. P. and such Rent to be in lieu and full Recompence and Satisfaction of her Dower and Thirds at the Common Law, which she shall or may have or claim in or to all or any the Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, whereof or wherein the said Sir G. P. her intended Husband is or shall be seized of any Estate of Inheritance, either in Law or Equity during the Coverture between them; And in default of payment of such yearly Rent, or any part thereof at either of the Feasts aforesaid, then it shall and may be lawful to and for the said M. B. into the said Mannor, Messuages, Lands, Tenements, Hereditaments and Premises so charged with the said Rent of 500 *l. per Annum*, or into any part thereof, and during such time only as they shall be chargeable to enter and distrain for the

the said yearly Rent or Sum of 500 l. or any part thereof, and the Distress and Distresses there to be had and taken, to lead, drive, carry away, impound and keep, until the said yearly Rent, and all Arrears thereof, and all Costs and Expences for or by reason of the same, shall be fully paid, and satisfied; And as for and concerning all the rest and residue of the aforesaid Mannors, Messuages, Lands, Hereditaments and Premises from and after the Determination of the aforesaid Estates respectively therein (that is to say) from and after the Decease of the said *M. P.* *Dame S. P.* and *Sir G. P.* respectively at the end, ceasing or other Determination of the aforesaid Term of fourscore and eighteen years, **To the use and behoof of the first Son of the Body of the said *Sir G. P.* on the Body of the said *M. B.* to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing and for default of such Issue, To the use and behoof of the 2^d Son of the Body of the said *Sir G. P.* on the Body of the said *M. B.* to be lawfully begotten, and the Heirs Males of the Body of such third Son lawfully issuing: And for default of such Issue, To the use and behoof of the 3^d Son of the Body of the said *Sir G. P.* on the Body of the said *M. B.* to be begotten, and the Heirs Males of the Body of such third Son lawfully issuing: And for default of such Issue, To the use and behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the Son and Sons of the Body of the said *Sir G. P.* on the Body of the said *M. B.* to be begotten successively and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the Heirs Males of the Body of such Son and Sons, lawfully issuing,** the

elder of such Son and Sons, and the Heirs Males of his or her Body issuing, to be preferred, and to take before the younger of such Son and Sons, and the Heirs Males of his and their Bodies issuing; And for default of such Issue, if the said *M. B.* shall happen to be enseint with one or more Child or Children at the time of the Decease of the said *Sir G. P.* then *To the use and behoof of the said W. C. and C. B.* and their Heirs until she shall be delivered of such Child or Children, or die, which shall first happen, in Trust for such after-born Child or Children; And if such Child or Children happen to be a Son or Sons, then *To the use and behoof of such after-born Son and Sons successively as they shall be in Seniority of Age, and Priority of Birth, and the Heirs Males of the Body of such Son and Sons lawfully issuing, the elder of such after-born Sons, and the Heirs Males of his Body issuing, to be preferred and to take before the younger of such Son and Sons, and the Heirs Males of his and their Bodies issuing; And for default of such Issue, To the use and behoof of the said L. B. and T. B.* (being Trustees hereby nominated by the said *Dame S. P. E. B.* and *Sir T. P.* pursuant to the said Act of Parliament for the Purposes hereafter-mentioned) and to their, &c. for and during the full Time and Term of 100 years, from thence next ensuing fully to be compleat and ended, subject nevertheless to the Trusts, Provisoos and Conditions hereinafter-declared and contained of and concerning the same, and from and after the end ceasing or other Determination of the said Term of 100 years, *To the use and behoof of the Heirs Male of the Body of the said Sir R. P. lawfully to be begotten, and for default of such Issue, To the use*

use and behoof of *R. P.* second Son of the said Sir *R. P.* and the Heirs Males of the Body of the said *R. P.* the Son lawfully to be begotten, and for default of such Issue, ~~To the use~~ and behoof of *T. P.* third Son of the said Sir *R. P.* and the Heirs Males of the Body of the said *T. P.* lawfully to be begotten, and for default of such Issue, ~~To the use~~ and behoof of *W. P.* fourth Son of the said Sir *P.* and the Heirs Males of the Body of the said *W. P.* lawfully to be begotten; And for default of such Issue, ~~To the use~~ and behoof of *R. P.* Brother of the said said Sir *R. P.* and the Heirs Males of the Body of the said *R. P.* lawfully to be begotten, And for default of such Issue, ~~To the use~~ and behoof the said Sir *G. P.* and his Heirs and Assigns for ever: And it is hereby agreed and declared by and between all and every the Parties to these Presents pursuant to the said Act of Parliament, that the said Term of 100 years so limited to the said *L. B.* and *T. B.* their Executors, Administrators and Assigns, as aforesaid, is so limited to them in Trust for the raising of the Sums of Money hereafter-mentioned for the Daughters Portions of the said Sir *G. P.* on the Body of the said *M. B.* to be begotten in case the said Sir *G. P.* shall die, leaving no Issue Male begotten on the Body of the said *M. B.* or in case such Issue Male shall happen to die without Issue Male before he or they attain to the age of one and twenty years, and in case the said Sir *G. P.* shall leave one or more Daughter or Daughters of his Body of the Body of the said *M. B.* begotten, *viz.* If there shall be only one such Daughter, then the Sum of 4000 *l.* for the Portion of such only Daughter, and to be paid unto her at her age of 18 years or day of Marriage, which shall first happen, and the

the Sum of 100 *l. per Annum*, for her maintenance until such Portion shall become payable and be paid unto her ; And if there shall be two Daughters the Sum of 6000 *l.* to be equally divided betwixt them, and to be paid at their respective ages of 18 years or days of Marriage, which shall first happen ; and if either of them die before the Mony paid, the Survivor to have 4000 *l.* only, and if there shall be more than two Daughters, then the said 6000 *l.* to be equally divided amongst them, and to be paid at their respective ages of 18 years, or days of marriage which shall first happen : And upon this further Trust, to pay unto such Daughters for their respective maintenance until her & their respective Portion and Portions shall respectively become payable the Sum of 50 *l. per An.* apiece, if there shall not be more than three Daughters, and if more than three, the Sum of 40 *l. per Annum*, apiece. **Provided** always, and it is hereby declared, pursuant to the said Act of Parliament, That in case the said Sir G. P. shall have Issue-male, and also younger Children begotten on the Body of the said M. B. that then he the said Sir G. P. shall have power jointly with the said M. B. (if she shall be living) or if dead, then with the Consent of the said Sir W. B. (he being nominated in and by these Presents by the said D. S. P. E. B. and Sir Tho. P. pursuant to the said Act of Parliament, as a fit Person for that purpose) by his the said Sir G. P's Deed in Writing, or by his last Will and Testament, such Deed or Will to be under the Hand and Seal of the said Sir G. P. and to be attested by three or more credible Witnesses to charge all, or any of the said Mannors and Premises, not impeaching the said Jointures or Rent-charge with any Sum or Sums of Money not exceeding the Sum of 5000 *l.*

for Portions for such younger Sons and Daughters. And in case the said *M. B.* and Sir *W. B.* shall be both dead, then the said Sir *G. P.* to have Power to charge the same, as aforesaid, alone. **Provided** also, and it is further declared, pursuant to the Act of Parliament aforesaid, That if such Person or Persons, who shall be interested in, or entitled unto the Remainder or Reversion of the Premises immediately upon the said Term of 100 years expectant, do pay or secure to the satisfaction of the Trustees of the same Term, the Monies to be raised by virtue of the same Term and Estate, That then the same Trustees shall assign and surrender, or transferr the said Term and Estate as the said Person paying or securing the said several Sums intended to be raised, as aforesaid, shall direct and appoint. **Provided** also, and it is hereby further declared, pursuant to the said Act of Parliament, That if the said Sir *G. P.* shall happen to survive the said *M. B.* and shall have Issue-male by her, and marry again, That then he the said Sir *G. P.* shall have Power and Authority to make a Jointure in any part of the Premises, not exceeding the yearly Value of 300 *l.* upon any second or other Wife he shall hereafter marry, so as such Jointure to be made, impeach not the former Jointure or Trusts and Charges as aforesaid; and also shall have Power to make Leases without Prejudice to the said Jointures or Rent-charges of all or any part of the Premises, except the Capital Messuage and Demesnes of *Raston* for any Term, not exceeding 21 Years, but without Fine, and at the best improved Rent that may be had for the same, at the time of the making such Lease or Leases, and with necessary Covenants for keeping and maintaining the Premises in Repair, so as such Leases be not made dis-

punish-

punishable of Waste, and so as the Lessee and Lessees of such Lease and Leases seal and execute Counterparts thereof. And whereas the said Sum of 4000 *l.* herein before mentioned, as the Marriage-portion of the said *M. B.* will not be sufficient to satisfy the aforesaid Sum of 2000 *l.* for the Portion of the said *P.* and to make a compleat Provision for the said younger Brothers of the said Sir *G.* and pay for such Plate, Household-goods, Furniture, Stock of Cattel, and Implements of Husbandry as will be absolutely necessary and convenient for the said Sir *G. P.* and the said Sir *W. B.* hath agreed to lend unto him the Sum of 1000 *l.* more to supply the said defect, the same being secured to be repaid unto him in such manner as is hereafter mentioned. And whereas there is a saving in the said Act of Parliament to the said *P.* and to all and every other Person and Persons (other than the Issue-male of the said Sir *R. P.* and other than the said *R. P.* and his Issue-male) of all the Estate, Right, Title, Interest, Claim and Demand which they or any of them have of, into, or out of any the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, by virtue whereof the Interest of the said *P.* for her 2000 *l.* Portion, and the Term limited to the Trustees for raising the same is preserved and in being. Now these Presents further witness, That the said Sir *G. P.* by and with the Consent of the said *D. S. P. E. B.* Sir *T. P.* doth hereby direct and appoint the said Sir *J. P.* and *R. W.* now Sir *R. W.* and the Survivor of them, his Executors Administrators and Assigns being the surviving Trustees of the aforesaid Term of fourscore and eighteen years by the said Indenture of Release limited and created for the raising of the said 2000 *l.* for the Portion of the said *P.* to assign and convey
X x 2 the

the same Term unto the said Sir *W. B.* his Executors, Administrators and Assigns, or unto such Person or Persons as he the said Sir *W. B.* shall nominate and appoint, subject to a Condition to determine or make void the same, or that the same shall be surrendered unto the said Sir *G. P.* his Heirs or Assigns, or reconveyed unto such Person or Persons as he the said Sir *G. P.* his Heirs and Assigns shall nominate and appoint to attend and wait upon the Reversion and Inheritance of the Premises so limited for the said Term of fourscore and eighteen years immediately expectant upon the same Term upon his the said Sir *G. P.* his, &c. paying unto the said Sir *W. B.* his, &c. the Sum of 1000 *l.* of lawful Money of *England* within six Months next after the decease of the said *M. P.* Widow, Grandmother of the said Sir *G. P.* and Interest for the same in the mean time, after the rate of 5 *l.* per Cent. *per Annum*, and also upon his the said Sir *G. P.* his, &c. saving harmless, and keeping indemnified the aforesaid Lands, Tenements and Hereditaments by these Presents, and the Act of Parliament aforesaid, settled on the said Dame *S. R.* for the Term of her natural Life from and against all Fee-farm Rents and other Rents issuing and payable out of the same, or chargeable thereupon, or upon any part thereof. And whereas *E. S.* Widow hath made her Will, and thereby devised unto the said *M. B.* the Sum of 1000 *l.* as a Legacy, but being made acquainted with the aforesaid intended Marriage of the said *M.* is contented, and hath appointed the said Sir *W. B.* to pay the same at this time, as part of her Portion, out of the Money of her the said *E. S.* now in the Hands of the said Sir *W. B.* Now it is hereby declared and agreed, That the said 1000 *l.* in the Will of the said *E. S.* mentioned to be devised

fed to the said *M. B.* is really included in the said 4000 *l.* Portion ; and in case the said *E. S.* shall not alter her Will, but the said 1000 *l.* shall continue therein as a Legacy devised to the said *M. B.* yet the said *M. B.* is not to receive the same, nor claim any Right thereunto, in case the now intended Marriage take effect, and the said 4000 *l.* Portion be paid, but the same is to be released by the said Sir *G. P.* and no Advantage is to be taken by the said *M. B.* or any other in her Right of the said Devise. And in case the said *E. S.* shall alter her Will, whereby the said 1000 *l.* shall not continue therein as a Legacy devised to the said *M. B.* yet nevertheless the said Sir *G. P.* is to retain and keep the said Sum of 4000 *l.* Marriage Portion of the said *M. B.* and every part thereof.

In Witness, &c.

X x 3

Mr,

*Mr. P's Deed of Settlement, in pursuance of
an Act of Parliament.*

Recital of an
Act of Parlia-
ment.

Estate settled
on Trustees.

Uses declared.

This Indenture Quadripartite, made, &c. Be-
tween R. P. of S. and H. his Wife, of the
first part, W. W. of W. Esq; and W. W. the young-
er Son and Heir Apparent of the said W. W. Esq;
of the second part; W. F. of, &c. Esq; and G. T.
of &c. Esq; of the third part; and J. A. of, &c.
Esq; and J. B. of, &c. of the fourth part. ~~Where-~~
as by an Act of Parliament made, entitled,
*An Act to enable Trustees to sell part of the Lands
and Tenements of M. P. Esq; and R. P. Gent. for the
Payment of Debts, and to settle the rest of their
Lands upon the said M. and R. and the Wife of the
said R. and their Issue:* It was, amongst other
things enacted, That the Mannor, Lordship,
Capital Messuage, Farm and Demesne Lands
of, &c. and all other the Lands, Tene-
ments and Hereditaments whereof B. P. late
Grandfather of the said R. P. died seised of, or
otherwise entitled unto any Estate of Inheri-
tance in Possession, Reversion or Remainder in,
&c. or any or either of them in the said County
of, &c. and All other the Lands, Tenements
and Hereditaments of the said W. P. and R. P.
or either of them, whereof or wherein they or
either of them stood seised of, or otherwise en-
titled unto any Estate of Inheritance either in
Law or Equity, situate, &c. aforesaid, should
be, and were thereby vested in the said W. W.
the Father, and W. W. the Son, and C. R. and
their Heirs, amongst divers other Uses and Trusts,
To the use of the said R. P. for and during the
term

term of 99 years, if the said R. P. should so long live, without Impeachment of Waste, and from and after the Determination of that Estate, **To the use and behoof of the said W. W. the Father, and W. W. the Son and their Heirs, during the life of the said R. P. in trust, to preserve contingent Uses and Estates in the said recited Act limited and declared from being defeated or destroyed: And from and after the decease of the said R. P. To the use and behoof of the said A. for her Life for her Jointure, and in Barr of her Dower, out of the Estate of the said R. P. And from and after the decease of the said A. then To the use and behoof of the first, second, third, fourth, fifth, and all and every other Son and Sons of the Body of the said R. P. on the Body of the said A. to be begotten, severally, successively, and in Remainder one after another, as they, and every of them should be in Seniority of Age, and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of such Son and Sons lawfully issuing. And for default of such Issue, To the use and behoof of the said W. W. the Father, and W. W. the Son for and during the full time and term of 200. Years from thence next ensuing fully to be compleat and ended, without Impeachment of or for any manner of Waste, in trust to raise the Sum of 2000 l. for the Daughters Portions of the said R. P. by the said A. his Wife, and subject to the Payment of 1000 l. to the said W. W. the Father his &c. in case the said A. shall die without Issue by the said R. P. And from and after the determination of that Estate, then To the use and behoof of the said R. P. and the Heirs-males of his Body lawfully to be begotten, with divers Remainders over, as by the said Act of Parliament, relation being thereunto**

Upon R. P. for 99 Years.

Then to the use of Trustees to preserve the contingent Uses.

After the Death of R. P. then to the use of his Wife for life for her Jointure.

Then to the use of the first Son, &c.

For default of Issue-male, to the use of Trustees for 200 Years, in Trust to raise 2000 l. for Daughters Portions, and to pay a Debt of 1000 l.

Witnesseth.

Consideration.

Suffer a Fine.

had, amongst other things, more fully and at large it doth and may appear. And whereas the said *M. P.* the elder is since dead, and the said *R. P.* hath not any Issue by the said *A.* his Wife. Now this Indenture witnesseth, That for the barring of all Estates Tail and Remainders thereupon expectant, and for the settling of the Premises in such manner as is therein after expressed, and for and in Consideration of such Settlement so to be had and made, and of the Sum of 5 s. apiece of lawful Money of *England* to them the said *R. P.* and *A.* his Wife, *W. W.* the Father, and *W. W.* the Son respectively in hand paid by the said *W. F.* and *G. T.* at or before th'ensealing and delivery of these Presents, the Receipt whereof they do hereby respectively acknowledge. They the said *R. P.* and *A.* his Wife, *W. W.* the Father, and *W. W.* the Son do, and every of them doth covenant, grant and agree to and with the said *W. F.* and *G. T.* their Heirs and Assigns, that they the said *R. P.* and *A.* his Wife, *W. W.* the Father, *W. W.* the Son shall and will on this side, and before the End of this present *Trinity-Term* acknowledge and levy before the Justices of the Court of *Common Pleas* at *Westminster* in due form of Law, one or more Fine or Fines *sur Cogn' de droit come ceo, &c.* whereupon Proclamation shall or may be had, according to the Form of the Statute in that Case made and provided, and the usual Course of Fines in such Case used unto the said *W. F.* and *G. T.* and the Heirs of one of them of all, &c. by such apt and convenient Name or Names, number of Messuages, Quantities and Qualities, and other Descriptions to ascertain the same, and in such manner and form as shall be thought meet, which said Fine or Fines so as aforesaid, or in any other manner, to be had and levied, and all

all other Fine and Fines heretofore had and levied of the said Mannor or Lordship, Capital Messuage, Farm and Demesne Lands, Tenements and Hereditaments, and the full Force, Benefits and Effect of the same, and every of them are, and by all the said Parties to these Presents are hereby declared, and so are and were meant and intended to be and enure, and the Cognisee and Cognisees in such Fine and Fines named, or to be named, and their Heirs shall stand and be seised of all and singular the said Mannor or Lordship, Demesne Lands, Farm-Lands, Tenements, Hereditaments and Premises of every Part and Parcel thereof, ~~To the use~~ and behoof of the said *W. F.* and *G. T.* their, &c. to the Intent and Purpose, that by virtue of the said Fine the said *W. F.* and *G. T.* may become perfect Tenants of the Freehold of the said Mannor or Lordship, Demesne-Lands, Farm-Lands, Tenements, Hereditaments and Premises, and of every Part and Parcel thereof, in order to the suffering and perfecting of one or more Common Recovery or Recoveries thereof to the use therein after mentioned. And for that purpose it is hereby covenanted and agreed by and between all the said Parties to these Presents, that one or more Writ or Writs of Entry *sur disseisin en le Post*, shall or may on this side, and before the end of this present *Trinity* Term be brought and prosecuted out of the High Court of *Chancery*, returnable before the Justices of the Court of *Common Pleas* at *Westminster* at some Return-day of this present *Trinity* Term by the said *J. A.* and *J. B.* against the said *W. F.* and *G. T.* or the Survivor of them wherein the said *J. A.* and *J. B.* shall and may demand against the said *W. F.* and *G. T.* or the Survivor of them, all and singular the said Mannor, Lordship, Demesne-Lands

Lands, Farm-Lands, Tenements, Hereditaments and Premises, and every of them by such apt and convenient Names, number of Messuages, Quantities and Qualities of Land, and other Descriptions to ascertain the same, as shall be thought meet. To which said Writ or Writs the said *W. F.* and *G. T.* or the Survivor of them, shall appear *gratis*, and vouch to Warranty the said *R. P.* who shall also appear *gratis* in person, and enter into the Warranty, and vouch over to Warranty the Common Vouchee of the same Court, who shall also appear and enter *gratis* into the Warranty, and imparle, and after Impar lance shall make default, and depart in contempt of the Court, so as Judgment may be thereupon had and given for the said *J. A.* and *J. B.* to recover the said Mannor, Lordship, Capital Messuage, Demesne-Lands, Farm-Lands, Tenements, Hereditaments and Premises intended to be comprised in the said Recovery or Recoveries against the said *W. F.* and *G. T.* or the Survivor of them, and for them, or the Survivor of them to recover in value against the said *R. P.* and for the said *R. P.* to recover in value against the said common Vouchee, and that Execution may be thereupon awarded and had accordingly; And all and every other Act and Thing may be done and executed needful for the suffering, perfecting and executing such Common Recovery or Recoveries of the said Mannor or Lordship, Capital Messuage, Demesne-Lands, Farm-Lands, Tenements, Hereditaments and Premises, with Vouchers, as aforesaid, according to the Course of Common Recoveries in such case had. And it is hereby declared, concluded, and fully agreed by and between all the said Parties to these Presents, That the said Recovery and Recoveries, so as aforesaid, or in any other manner to be had, suffered and executed, of the said

said Mannor or Lordship, Capital Messuage,
 Demesne-Lands, Farm-Lands, Tenements, He-
 reditaments and Premises. And also from and af-
 ter the perfecting of such Common Recovery or
 Recoveries, the said Fine and Fines, Recovery
 and Recoveries, and all other Fine and Fines,
 Recovery and Recoveries, Conveyances and
 Assurances whatsoever already had, made, ac-
 knowledged, suffered or executed, or hereafter
 to be had, made, acknowledged, suffered or
 executed, of the said Mannor or Lordship, Ca-
 pital Messuage, Demesne-Lands, Farm Lands,
 Tenements, Hereditaments and Premises, or any
 of them, or any Part or Parcel thereof, by or
 between the said Parties to these Presents, or
 any of them, or whereunto they, or any of them
 are, or shall be Parties or Privies, are and shall
 be and enure, and are and shall be deemed, ex-
 pounded, construed and taken, and were meant
 and intended to be and enure. And the Reco-
 veror and Recoverors in the said Recovery and
 Recoveries named or to be named, shall stand
 and be seised of the said Mannor or Lordship,
 Capital Messuage, Demesne-Lands, Farm-Lands,
 Tenements, Hereditaments and Premises where-
 of such Recovery or Recoveries are or shall be
 suffered or executed, and every of them, and
 of every Part and Parcel thereof, to and for the
 several Uses, Intents and Purposes herein after
 expressed, limited and declared of and concern-
 ing the same; that is to say, As for and con-
 cerning All that, &c. (*there particularly mention
 the Premises out of which the Money is designed to
 be raised*) To the use and behoof of the said
 W. W. the Father, and W. W. the Son, and R.
 P. their, &c. for ever In Trust nevertheless, and
 to the Intent and Purpose that they the said W.
 W. the Father, W. W. the Son, and R. P. and
 the

Stand seised
of.

To the use of
R. P. for 99
Years.

the Survivors and Survivor of them, and his Heirs do and shall by Lease or Mortgage of the said last mentioned Premises, or of a competent part thereof, or by an absolute Sale thereof, or a competent part thereof, and by and with the Rents, Issues and Profits thereof, in the mean time raise and levy the Sum of 600 l. and do, and shall pay and apply the same for and towards the Satisfaction and Discharge of the Debts of the said R. W. in such order as to them the said W. W. the Father, W. W. the Son, and R. P. and the Survivors and Survivor of them and his Heirs shall seem meet. And upon this further Trust, and to the Intent and Purpose that after the said Sum of 600 l. Pounds shall be raised and levied, they the said W. W. the Father, W. W. the Son, and R. P. and the Survivors and Survivor of them and his Heirs do and shall convey and assure the said last mentioned Premises, or so much thereof as shall not be disposed of for the Purposes aforesaid, to and for the same Uses upon the Trusts, and with and under the *Proviso's*, Limitations and Agreements as are herein after limited and declared of and concerning the said Manor or Lordship and Capital Messuage of, &c. and the rest and residue of the said Demesne-Lands, Farm-Lands, Tenements, Hereditaments, and other the Premises herein after mentioned; and to and for none other Use, Intent or Purpose whatsoever. And as for and concerning the said Mannor or Lordship, the Capital Messuage, and the rest and residue of the said Demesne-Lands, Farm-Lands, Tenements, Hereditaments and Premises, with their, and every of their Appurtenances, and every part and parcel thereof, To the use and behoof of the said R. P. for and during the term of 99 Years, if he the said R. P. shall so long live

live, without Impeachment of or for any manner of Waste : And from and after the determination of that Estate, **To the use and behoof of the said W.W. the Father, and W.W. the Son, and their Heirs during the life of the said R. P.** in Trust to preserve and support the contingent Uses and Estates herein after limited from being defeated or destroyed, and for that purpose to make Entries, and bring Actions, as the Case shall require : But nevertheless to permit and suffer the said R. P. and his Assigns, during the term of his natural life, to receive and take the Rents, Issues and Profits thereof to his own Use and Benefit ; and from and after the decease of the said R. P. **To the use and behoof of the said A. the Wife of the said R. P. for and during the term of her natural Life for her Jointure, and in full Recompence and Barr of her Dower and Thirds at the Common Law, which she shall or may have or claim out of all, or any of the Manors, Messuages, Lands, Tenements and Hereditaments whereof or wherein the said R. P. her Husband hath, or may have or claim any Estate of Inheritance either in Law or Equity during the Coverture between them. And from and after the decease of the said A. then To the use and behoof of the first, second, third, fourth, fifth, and all and every the Son and Sons of the Body of the said R. P. on the Body of the said A. P. to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the several and respective Heirs-males of the Body and Bodies of such Son and Sons lawfully issuing, the elder of such Sons and the Heirs-males of his Body issuing, to be preferred, and take before the younger of such Son and Sons, and the Heirs-males of his and their**

To the use of Trustees to preserve contingent Uses.

Then to the Wife for life.

Then to the Sons in order.

For want of
Heir-males,
then to Tru-
stees for 300
years.

Then to R. P.
his Heirs and
Assigns for
ever.

Trustees by
Sale or other-
wise, to raise
Daughters'
Portions.

Portions when
paid.

their Bodies issuing. And for default of such Issue, then ~~To~~ the use and behoof of the said *W. W.* the Father, and *W. W.* the Son, for and during the full time and term of three hundred Years without Impeachment of, or for any manner of Waste Upon Trust nevertheless, and to and for the several Intents and Purposes herein after limited and declared of and concerning the same. And from and after the determination of that Estate, then ~~To~~ the use and behoof of the said R. P. his, &c. for ever, and to and for no other Use, Intent or Purpose whatsoever. And as for and concerning the said term of three hundred Years, it is hereby declared, that the same is so limited upon Trust, that the said *W. W.* the Father, and *W. W.* the Son their &c. in case there shall be one or more Daughter or Daughters of the Body of the said R. P. on the Body of the said *A.* begotten at the time of failure of such Issue-male, or at any time after do and shall out of the Rents, Issues and Profits of the Premises so limited to them for the term of three hundred years, and by grant of Copies of Customary and Copyhold Estates, Parcel of the same Premises, according to the Custom of the said Mannor of &c. or by Sale or Mortgage of the said term of three hundred years of and in the same Premises limited to them, as aforesaid for the said term of three hundred years, or of a competent part thereof, raise and levy such Sums of Money for the Portion of such Daughter and Daughters as are herein after expressed (that is to say) in case there shall be only one such Daughter, the Sum of 2000 *l.* of lawful *English* Money, for the Portion of such only Daughter, to be paid unto her at her Age of 21 years, or day of Marriage, which shall first happen. And if there shall be two or more such Daughters

Daughters, then the like Sum of 2000 *l.* for the Portion of such Daughters to be paid unto them, and equally divided amongst all and every such Daughters when they shall respectively attain to the Age of 21 years, or be married, which shall first happen, share and share alike; so always that in case any of the said Daughters shall happen to die before her or their Portion shall become payable, as aforesaid, then the Portion or Portions of her or them so dying, shall go and be paid unto, and be equally divided amongst the Survivor and Survivors of such Daughter and Daughters when the original Portion of such surviving Daughter and Daughters shall become payable, as aforesaid. *Provided* always, that in case all the said Daughters shall happen to die before any of the said Portions shall become payable, as aforesaid, then the said Portions shall not be raised, but shall cease for the Benefit of the Persons in Reversion or Remainder, of the same Premises immediately expectant upon the Determination of the said Term of three hundred Years. *Provided* always, that none of the said Portions shall be raised until some of the said Portions shall become payable as aforesaid. *Provided* also, That if none of the said Portions shall become payable, then the said Term of three hundred years shall attend and wait upon the Reversion and Inheritance immediately expectant upon the Determination thereof, *Sub-* *ject* nevertheless to the payment of the Sum of 2000 *l.* herein after mentioned, to be paid unto the said *W. W.* the Father &c. upon the contingency herein after, for that purpose, mentioned. And upon this further Trust, and to the intent that they the said *W. W.* the Father, and *W. W.* the Son, and the Survivor of them shall out of the Rents and Profits of the same Premises allow

When any Daughter dies, her Portion to be equally divided amongst the Survivors.

Provido, that if all the Daughters die before the Portions are payable, then it shall go to the person in Reversion.

Subject to the Payment of 1000 *l.*

Trustees to
maintain the
Daughters &c.

low for and towards the Maintainance of such Daughters, over and besides their respective Portions, until her or their respective Portion or Portions shall become due and payable, as aforesaid, such yearly Sums of Money for the Maintainance of such Daughter and Daughters as to the said Trustees shall seem meet, so as such yearly Maintainance exceed not the Interest of their said Portions, at the rate of four Pounds *per Cent. per Annum*. And upon this further Trust, and to the Intent and Purpose, That if it shall happen the said *A.* the Wife of the said *R. P.* to die without any Issue of her Body begotten by the said *R. P.* that shall be living at the time of her decease, that they the said *W. W.* the Father, and *W. W.* the Son shall out of the aforesaid Premises so limited to them for the Term of 300 years, either by Sale or Mortgage thereof, or of a competent part thereof levy and pay unto the said *W. W.* the Father, &c. the Sum of 1000 *l.* of lawful Money of *England*. **Provided** always, That it shall and may be lawful to and for the said *W. W.* the Father, and *W. W.* the Son their &c. by and out of the Premises so limited to them for the said Term of 300 years aforesaid, to reimburse themselves all such Costs, Loss, Damage and Expence as they or any of them shall be put unto, or sustain by reason of the Trust thereby in them reposed, or the Execution thereof, or any thing relating thereunto: And that no one of them shall be chargeable or answerable for the Receipts, Disbursements, Acts or Deeds of the other of them, nor for any more Money than shall actually come to their Hands by reason of the Trusts aforesaid, or for any other Loss that shall happen therein without their wilful Default, any thing herein contained to the contrary hereof in any wise notwithstanding.

Trustees to
be allowed all
Charges relating to the
Trust.

That neither
be answerable
for the other.

withstanding. **Provided** always, That it shall and may be lawful to and for the said R. P. *Proviso, That the Husband may charge the Estate with 1500 l. without Prejudice to the Wife's Jointure.* at any time, during his life, by any Writing under his Hand and Seal to be by him subscribed and sealed in the presence of three or more credible Witnesses, or by his last Will and Testament in Writing to be by him signed, published and declared in the presence of the like number of Witnesses, without Prejudice to the Jointure of the said A. to charge all or any of the said Mannor or Lordship, Capital Messuage, and the said rest and residue of the said Demesne Lands, Farm-Lands, Tenements, Hereditaments, and Premises, with their and every of their Appurtenances, and every or any part or parcel thereof, with the Payment of any Sum or Sums of Money, not exceeding the Sum of 1500 l. of lawful Money of England, for the Portion or Portions of Daughters and younger Sons of the said R. P. on the Body of the said A. to be begotten, payable and to be paid at such times, and in such Proportions as to the said R. P. shall seem meet, any thing herein contained to the contrary thereof in any wise notwithstanding. *Proviso, That it shall be lawful for Husband and Wife to make Leases, &c.* **Provided** also, That it shall and may be lawful to and for the said R. P. and A. his Wife respectively from time to time, and at all times during their respective Lives, as they shall respectively be in the actual Possession of the said Mannor or Lordship, Capital Messuage, and the said rest and residue of the said Demesne Lands, Farm-Lands, Tenements, Hereditaments and Premises, or any of them, which for the space of Twenty years last past before the date hereof, have been letten at the old usual Rents upon Fine by Indenture under their respective Hands and Seals to lease the same, or any part or parts thereof to any Person or Persons for any

Y y Term

Term of years, not exceeding '99 years determinable upon the Death of one, two or three Person or Persons in Possession, Reversion, Remainder or Expectancy, so as upon every such Lease so to be made, there be reserved and made payable during the Continuance of such Leases so much Rent as is now reserved upon the same, or more, or a just proportion of such Rent, according to the Value of the same Premises so to be leased; And so as such Lease or Leases be not made dispendible of Wasse, and so as there be not any more than three Lives in being upon any one Lease at one time; and so as in every such Lease and Leases so to be made, there be contained such Covenants and Proviso's as are usual in such Cases; And so as the Lessee and Lessees of such Lease and Leases seal and execute Counterparts thereof.

In witness, &c.

WILL S

W I L L S.

Mr. W's Will.

In the Name of God Amen, I *W. W.* the Elder of, &c. being at present in good Health, but considering the uncertainty of Life, and certainty of Death, do make and ordain this my last Will and Testament as followeth; I commit my Soul into the Hands of God my Creator, and my Body to the Earth to be buried in decent manner, hoping through the Satisfaction and Righteousness of Christ my Redeemer to be made Partaker of Eternal Happiness. And as for my Estate Real and Personal, I dispose thereof as followeth: *Imprimis*, Whereas my Son-in-law *J. M. Esq;* is indebted to me and unto divers other Persons in Trust for me in divers Sums, for part whereof Judgments have been already recovered, and other part thereof being secured to me by a Lease of some part of the Estate of the said *J. M.* and an Account of the residue thereof being not yet stated, it's my Will and Desire, and I do hereby devise and bequeath, that in case I shall receive any part of the said Debts and Sums of Money before my Decease, that my Executor hereafter named, do with as much convenient speed as may be after my Decease, proceed to recover and receive the Remainder of the Money so due unto me from my said Son-in-law *J. M.* and do and shall dispose of the same when it shall be so recovered or received, and also in the mean time of so much of the said Debts and Sums of Money as I shall have received in my Life-time, if any

Monies devised to be put out at Interest,

shall

Not to be liable to the controul of the Husband, &c.

The Principal after the Feme's death, to her Daughters.

shall have been received with as much convenient speed as may be, at Interest upon Securities, and do and shall from time to time dispose of, pay and apply the Interest and Proceed thereof unto such Person and Persons, and to and for such Uses, Intents and Purposes, and in such Parts, Proportions, Manner and Form as my Daughter *J. M.* Wife of the said *J. M.* shall, notwithstanding her Coverture, and whether she be sole or married, from time to time, and at any time or times during her Life, by any Writing or Writings under her Hand and Seal to be by her signed and sealed in the presence of two or more credible Witnesses, nominate, direct, limit or appoint, to the intent that the same may not in any sort be liable or subject to the Controul, Intermeddling, Debts, Forfeitures or Engagements of my said Son-in-law *J. M.* his, &c. **Provided** always, and I do hereby declare, That the Receipt in Writing of my said Daughter *J. M.* under her Hand for the said Interest and Proceed, shall be a sufficient Discharge to my said Executor for the same, or so much thereof as shall be so paid, and such Receipt given for. And from and after the Decease of my said Daughter *J. M.* I desire and appoint that the principal Sums so placed out, or to be placed out, and so much of the Interest and Proceed thereof as shall be then unpaid, in any there be, be paid and disposed of unto my Grandaughters *M. M.* and *J. M.* to be equally divided between them, to whom I do hereby will and devise the same. **Provided** always That if either of my said Grandaughters shall happen to die without leaving any Issue of her Body begotten before the said principal Sums shall become payable to her or them, as aforesaid, then my Will and Desire is, that the same

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of her so dying shall go unto, and be paid to the Survivor of my said Grandaughters. *Provided* also, That in case both my said Grandaughters shall happen to die before the said principal Sums shall become payable, as aforesaid, without leaving Issue of their respective Bodies begotten, then my Will and Desire is, and I do hereby will and devise, that the said principal Sums shall go to my Executor. *Provided* also, and I do hereby declare, That if at any time any Loss shall happen of the said principal Sums, or any part thereof, or of the Interest or Proceed thereof, without the wilful Neglect or Default of my Executor by failure of the Securities upon which the same shall or may be placed out, yet notwithstanding my Executor or his Executor or Administrator shall not be charged or chargeable to make good any such Loss. *Provided* moreover, That in case my said Daughter J. M. shall in her life-time, for the Advancement of my said Grandaughters or either of them in Marriage, be desirous that the said principal Money, or any part thereof shall be paid as a Marriage-portion or Portions of my said Grandaughters or Grandaughter, and shall signifie such her Desire unto my said Executor his Executors or Administrators by Note in Writing under her Hand and Seal to be signed and sealed by her in the presence of three or more credible Witnesses, my Will and Desire is, and I do hereby devise, that my said Executor do cause so much of the said principal Monies to be paid according to such Desire. *Provided* always, That neither of my said Grandaughters shall have more appointed by my said Daughter for her Portion than the share devised to such Grandaughter, in case of the Death of my said Daughter. *Item*, My Will and Desire is, That

Proviso, That if any of the Money to be placed out at Interest happen to be lost, the Trustee shall not be chargeable to make good the same.

In case any of the Daughters marry, such part of the Principal to be paid as the Mother shall desire by Writing, &c.

my Executor do immediately after my decease, pay and apply the Sum of 100 l. unto such Person and Persons, and for such Uses, Intents and Purposes as the said *J. M.* my Daughter, notwithstanding her Coverture, by any Note or Notes in Writing signed by her in the presence of two or more credible Witnesses, shall direct, nominate or appoint, to the intent the same may be disposed of for Mourning and other Conveniencies for her. Item, I give unto my said Grandaughters *M. M.* and *J. M.* the Sum of 50 l. a piece to buy them Mourning. Item, I give unto my Grandson *W. W.* the Sum of 100 l. Item, I give unto my Grandson *T. W.* the Sum of 500 l. to be paid unto him at the Age of 21 years. And my Will and Desire is, in case my Grandson *T. W.* shall happen to die before the said Sum of 500 l. shall become payable, that the same go, and be paid unto his Brother *W. W.* Item, I give unto my Sister *E. W.* Spinster, one Annuity, or yearly Payment of 100 l. *per Annum* to be paid unto her by equal quarterly Payments, *viz.* at the Feasts of, &c. the first Payment to begin, and to be made on such of the said Feasts as shall next happen after my Decease. And I further give unto her the Sum of 100 l. in full discharge of all Sum and Sums of Money due and owing from me to her. Item, It is my Will and Desire, and I do hereby will and devise, that the Sum of 20 l. by equal quarterly Payments (*viz.*) at the Feasts before-mentioned be paid, applied and disposed of by my Executor during the Life of *M. L.* Wife of *C. L.* of, &c. Gent. to such Person and Persons, and for such Uses, Intents and Purposes as the said *M. L.* notwithstanding her Coverture, and whether she shall be sole or married, by any Note in Writing to be signed by her in the presence

A Devise of an Annuity.

A Devise of an Annuity to a Feme-covert, so that it may not be liable to the Controul of her Husband.

presence of two or more credible Witnesses, shall direct, nominate and appoint, to the intent that the same may not be subject or liable to the Controul, Intermeddling, Debts, Forfeitures or Engagements of the said C. L. his, &c. the first Payment to be made on such of the said Feasts as shall next happen after my Decease. **Provided** always, and I do hereby declare, That the Receipt of the said M. L. in Writing under her Hand for the same, or so much thereof for which such Receipt shall be given, shall be a sufficient Discharge to my Executor, his Executors and Administrators for the same. **Item**, I remit unto my Cousin Mrs. A. P. all such Sum and Sums of Money as she owes unto me; and I give unto her and each and every of her Children the Sum of 5 l. a-piece to buy them Mourning. **Item**, I give unto my Gardener R. M. the Sum of 20 l. in full of all Accompts, To each and every of my domestick Servants (to whom I have not herein before given Legacies) the Sum of 40 l. a-piece; and I desire my Executor to give them all Mourning. **Item**, I give unto the poor House-keepers of the Parish of, &c. the Sum of 10 l. to be distributed amongst them by the Overseers of the Poor of the said Parish. It is my Will and Desire, That in case my personal Estate shall fall short, and not sufficient for the Payment of my Debts and Legacies, that then my Messuages, Lands, Tenements and Real Estate shall in Aid of my Personal Estate be subject and liable to the Payment of my said Debts and Legacies, All the rest and residue of my Goods, Chattels and Personal Estate, after Payment of my said Debts and Legacies, and all my Mannors, Messuages, Lands, Tenements, Rectories, Tythes, Advowsons and Hereditaments whatsoever; And all my Customary and Copy-

Subjects his Real Estate in Aid of his Personal, to pay his Debts and Legacies.

After Payment of his Debts, &c. devises all the residue of his Personal Estate &c. to his Son;

Makes his Ex-
ecutor.

Revokes all
former Wills.

hold Lands, Tenements and Hereditaments whatsoever whereof or wherein I the said *W. W.* the elder, or any other Person or Persons whatsoever in Trust for me, am or are seised, or whereunto I or any other Person or Persons in Trust for me, am or are entituled of or for any Estate of Freehold, Inheritance, or Term for years, either in Law or Equity in Possession, Reversion, Remainder or Expectancy charged or chargeable, as aforesaid, I give, devise and bequeath unto *W. W.* of, &c. Esq; (who is my only Son) and unto his Heirs, Executors, Administrators and Assigns respectively. And I do hereby constitute and apoint him the said *W. W.* my Son my sole Executor of this my last Will and Testament. And lastly, I do hereby revoke, annul and make void all former Wills by me at any time made, In Witness whereof, I the said *W. W.* the elder have to this my last Will and Testament (whereof I have caused two parts to be made both of the same Tenor and Effect, and each containing Sheets of Paper) set my Hand and Seal to each Sheet of each part thereof, this, &c.

*Signed, sealed and published in
the presence of us who sub-
scribed our Names as Wit-
nesses, in the presence, and
at the Request of the Testa-
tor.*

The

The Earl of H's Will.

In the Name of the Blessed Trinity, Father, Son and Holy Ghost, Amen. I T. Earl of H. moved with the Consideration of the incertainty of this mortal Life, do make this my last Will and Testament, as followeth: *First*, I commend my Soul to Almighty God, most humbly beseeching him to receive it to his Grace and Mercy, and to give his Angels charge over it, that through the Merits and Intercession of our Lord and Saviour Jesus Christ, I may obtain Remission of Sins, and Life everlasting. I desire my Body may be put into a strong Leaden Coffin to be deposited in the Vault under the Tomb in my Chapel in the Parish-Church of, &c. *Item*, I give to the said Church the Silver Cup and Cover left me by my Godfather Mr. T. C. late of, &c. which I desire my Executors hereafter named will change into a *Patina* or *Ciborium*, weighing full fifty Ounces in Silver, to be used at the Celebration of the most holy Sacrament there for ever. And the Pall that shall cover my Body, the day of my Funeral, I give to the said Church to be used there on solemn Occasions. *Item*, I will that all my Books shall be and remain to my dear Son G. Lord H. yet so that if he happen to die before he attain the Age of 21 years, or before he have Issue-male of his Body begotten, then I will the same shall go and remain unto the Free-School of, &c. for the increase of the Library there. *Item*, I will that my dear Wife F. Countess of H. shall have the Tuition and Guardianship of my eldest Daughter

Demise to the Church.

Demise of Guardianship.

ter the Lady *E. H.* until she shall attain the Age of Twenty years, or marry: And I do appoint the Guardianship and Tuition of my said Son *G. Lord H.* unto Sir *E. A.* and *E. B.* Serjeant at Law until he shall attain his Age of 21 years. And for their Pains therein, and the Management of my Estate until my Son shall attain his said Age (the which I hereby desire them to do) I desire each of them may receive the annual Sum of fifty Guineas out of his Estate, over and above all Charges and Expences which they or either of them shall at any time be put unto, or sustain in or about the executing of the Trust thereby in them reposed. And my Will and Desire is, That my said Son shall, until he shall attain his said Age of 21 years, for his Support and Maintenance, have a yearly Allowance out of my Estate of 1200 *l.* to be half-yearly paid unto him by his said Guardians, or the Survivor of them. And I will, that my Coronet, my Robes of Velvet and Scarlet, and my Pedigrees and Seals be and remain to him, who for the time being shall be Earl of *H.* after my Decease. And as for and touching and concerning the Reversion and Inheritance of my late Wife's Real Estate, which she in her life-time settled upon me, after the raising and Payment of 6000 *l.* thereupon charged for my two Daughters which I had by her, viz. the Lady *E. H.* now living, and the Lady *M. H.* deceased, I will and devise the same unto the Person and Persons, and their Heirs and Assigns, to and for the same Uses upon the same Trusts, and for such Intents and Purposes as I have conveyed and settled, or mentioned or intended to convey and settle the Reversion and Remainder of all those my Mannors, Lordships, Hundreds, Lands, Tenements and Hereditaments whatsoever in the Towns

Of Lands according to former Settlements.

Parishes, Villages, Hamlets and Places of *A.* in the Counties of *L.* and *D.* or either of them, whereof I, or any other in Trust for me now, am or were seised of any Estate of Inheritance in Possession, Reversion, Remainder or Expectancy, at any time before the, &c. expectant on my Decease, by Indenture of Bargain and Sale, and Release and Confirmation, the Bargain and Sale bearing Date, &c. Release the 10th day of, &c. the said Release being *Tripartite*, and being made or, &c. between me the said *T.* Earl of *H.* of the first part, the Honourable *A.S.* Esq; Sir *E. A.* Knt. and *J. T.* Esq; of the second part, and *E. B.* Serjeant at Law, and *J. W.* Esq; of the third part. Item, my Mind and Will is, That my said Wife *F. C.* of *H.* shall have the Tuition and Guardianship of my two Daughters, the Lady *A. H.* and the Lady *F. H.* until they shall respectively attain unto their Ages of 21 years, or be married, if my said Wife shall so long live and continue my Widow; but if she die or marry again, before my said two Daughters shall attain their said Ages of 21 years, or marry, then my Mind and Will is, that Mrs. *A. L.* Widow and Relick of *F. L.* Esq; deceased, shall have the Tuition and Guardianship of my said two Daughters until they shall respectively attain unto their said Ages of 21 years, or marry. And if the said Mrs. *A. L.* shall happen to die before they shall attain unto their said Age, or marry, then my Mind and Will is, That my Neece Mrs. *L. J.* and her Executors shall have the Tuition and Guardianship of them during the said Term. Item, I do hereby give and bequeath unto *C. S.* of *M.* in the County of &c. Esq; and *T. S.* of *E.* in the County of, &c. Esq; and their Heirs All those the Advowsons of the Rectory or Rectories of the Churches of, &c.

Another Devise of Guardianship.

Devise of Advowsons in Trust, &c.

in

in the County of, &c. and likewise the Advow-
 son of the Vicaridge of the Church of, &c. with
 their and every of their Rights, Members and
 Appurtenances upon the Trust herein after men-
 tioned (that isto say) That they the said C. S.
 and T. S. and the Survivor of them, and his
 Heirs, shall upon the first Avoidance of the said
 Churches of, &c. which shall happen during the
 life of J. G. of, &c. present him the said J. G.
 unto the said Churches of, &c. aforesaid. And
 upon this further Trust and Confidence, that un-
 till H. C. (for whose Maintenance I have alrea-
 dy made some Provision by Indenture *Tripartite*,
 bearing date, &c. and made between me the
 said Earl of the first part, the said said J. G. of
 the second part, and the said C. S. and T. S. of
 the third part) shall be in Holy Orders, and ca-
 pable to be presented to the said Churches afore-
 said, they the said C. S. and T. S. and the Sur-
 vivor of them and his Heirs shall from time to
 time after the Decease of J. G. present such
 Person and Persons to the said Churches afore-
 said, and from henceforth shall likewise present
 such Person and Persons unto the said Church
 of S. aforesaid, as my said Son G. Lord H. and
 his Heir-male shall from time to time nominate
 and appoint such Person to be presented, to be
 of the Age of sixty years or upwards. And from
 and after the said H. C. shall be in Holy Orders,
 and capable to be presented, as aforesaid, Then
 upon this further Trust and Confidence, that
 they the said C. S. and T. S. and the Survivor of
 them and his Heirs shall, as the same shall be-
 come void, present him the said H. C. unto the
 aforesaid Churches of, &c. aforesaid. And after
 the Decease of them the said J. G. and H. C. and
 the Decease of the Survivor of them, Then my
 Mind and Will is, and I do hereby declare the
 same

same to be so, that they the said C. S. and J. S. and the Survivor of them and his Heirs shall and will reconvey the aforesaid Advowsons of, &c. aforesaid, unto the Heirs-males of the Body of me the said J. Earl of H. begotten or to be begotten, and for default of such Issue, unto the right Heirs of me the said E. of H. for ever. And as for and concerning the aforesaid Advowson of the Vicaridge of, &c. aforesaid, with its Rights, Members and Appurtenances upon Trust and Confidence, that until some younger Son of the said C. S. of, &c. Esq; shall be in Holy Orders, and capable to be presented unto the said Church, they the said C. S. and T. S. and the Survivor of them and his Heirs shall from time to time present thereto such Person and Persons as my said Son G. Lord H. or his Heirs shall from time to time nominate and appoint. And from and after such younger Son of him the said C. S. shall be in Holy Orders, and capable to be presented, as aforesaid, then upon this Trust and Confidence, that the said C. S. and T. S. and the Survivor of them, and his Heirs shall and will present such younger Son thereto: And after the Decease of such younger Son so presented, as aforesaid, they the said C. S. and T. S. and the Survivor of them and his Heirs shall convey the Advowson of the aforesaid Vicaridge of, &c. aforesaid, with its Rights, Members and Appurtenances, unto the Heirs-males of the Body of me the said Earl of H. begotten or to be begotten, and for default of such issue, unto the right Heirs of me the said E. of H. for ever. And I do hereby revoke and make void all former Wills by me at any time heretofore made. And I do hereby for the Performance of this my Will, make, ordain, constitute and appoint the said J. G. and Sir G. C. of C. Executors

And after to reconvey to the Heir.

Executors appointed.

Overseers ap-
pointed.

cutors of this my last Will and Testament: And if any Surplus or Overplus of my personal Estate after my Debts, Engagements and Legacies hereby by me given and bequeathed, satisfied and paid, shall remain, my Mind and Will is, the same shall go and be applied for and towards the equal Benefit and Advantage of my said two Daughters, the Lady A. H. and the Lady F. H. and to the Survivor of them, and all and every other my Child or Children to be hereafter born, and whereof my Wife shall be enseint at the time of my Decease: And of this my Will I desire my dear Wife F. C. of H. and J. G. of, &c. to be Overseers. In Witness, &c.

*Signed, sealed and published
in the presence of us, &c.*

Sir

Sir J. R's Will.

I In the Name of God Amen, I A. B. of, &c.
being in good Health of Body, and of sound
and disposing Mind, Memory and Understand-
ing, do make and ordain my last Will and Te-
stament in form following: First and principal-
ly I commend my Soul into the Hands of God
Almighty, and remit my Body unto the Earth
by decent burying, at the discretion of my Exe-
cutrix herein after named, assuredly trusting to
the Mercy of Christ Jesus my Redeemer for
Eternal Salvation both of Body and Soul at the
Resurrection of the Just. And as touching my
worldly Estate, I dispose the same as followeth
(viz.) I give and bequeath unto my dear Wife
R. B. All and singular my Free and Copy Mes-
suages, Lands, Tenements and Hereditaments
whatsoever in H. T. and E. in the County of M.
And also all my Messuages, Lands, Tenements,
Tenth's and Hereditaments whatsoever in W. in
the County of H. To hold unto my said dear
Wife for and during the Term of her natural
Life: And from and after her Decease I give and
bequeath the same Messuages, Lands, Tenements,
Fee-farm Rents, Tenth's and Hereditaments in
the said several Counties of M. and H. and all
my Estate therein, both in Law and Equity,
unto my younger Son J. B. and unto his Heirs for
ever, subject nevertheless to such Entails, Estates,
Conditions, Uses, Proviso's and Limitations as
and my said dear Wife at any time during our
Joint-lives shall by any Deed or Surrender in
Writing under our Hands and Seals executed in
the presence of two or more credible Witnesses
make,

Demise of
Lands, &c.
subject to such
Limitations as
shall be by
Deed appoint-
ed.

Leases and
personal Estate
demised,

Conditionally
for the Pay-
ment of Debts
and certain
Legacies.

Daughter
marrying
without Mo-
thers Consent,
to have only
the Interest of
her intended
Portion, the
Principal to
be secured for
her Issue.

make, declare, limit and appoint; which De-
vise and Deed or Deeds, Estate and Estates I
hereby require my Son *J. B.* nor to obstruct, but
to do all Acts to establish and confirm the same.
And also I bequeath unto my said dear Wife and
her Assigns All and singular my Messuages, Tene-
ments, Brewhouses, Yards, Wharfs, Tost and
Ground situate and, &c. or elsewhere in or about
the City of *London*, and the several Leases where-
by I hold the same, and all the Estate, Interest,
Terms of Years and Time to come therein re-
spectively, and all my Brewing-Vessels and Part-
able Estate in Trade, and all my Goods, Char-
tels, Plate, Jewels, ready Money, Debts and
Personal Estate whatsoever, upon Condition
that my said Wife pay all my just Debts which I
shall owe at my Decease, together with the se-
veral Sums of Money herein after devised unto
my two younger Daughters. And I give and
bequeath unto my said two younger Daughters
M. B. and *S. B.* the Sum of 2000 *l.* apiece of
lawful, &c. to be paid unto them at the day of
their respective Marriages by and with the Con-
sent of their said Mother. But it is my Will and
Mind, That if Both, or either of my said Daugh-
ters shall marry without the Consent of her, or
their said Mother in her Life time, that then
there be only allowed unto such Daughter or
Daughters, during the Life time of her their said
Mother, Interest for her or their respective
Portions after the Rate of 4 *l. per Cent. per An-*
and no more; And that the Portion or Portions
of such Daughter or Daughter or Daughters so
marrying without Consent, as aforesaid, shall
be by my said Wife, with the first Convenience
laid out in the Purchase of Lands or Houses
and settled on Trustees for the Benefit of such
Daughter and Daughters, and her and their
Children

Children in such manner as my said Wife and her Counsel shall advise, so as such Daughter or Daughters may have the Profits thereof only for her or their Lives respectively, from the time of which respective Purchases, Interest for the Portion or Portions so laid out, shall cease. Any thing herein contained, or any Law, Custom or Usage whatsoever to the contrary thereof in any wise notwithstanding. And it is my Will and Mind, That if both or either of my said two Daughters shall happen to die before Marriage, or the Receipt of her or their respective Portions, leaving no issue her or them respectively surviving, then the Portion or Portions of her or them so dying, shall go unto my said Wife to be by her disposed in such manner as she shall think fit. And I give, devise and bequeath unto my Daughter A. and her Heirs for ever, All my Messuages, Tenements, Ground and Hereditaments situate, &c. upon Condition that my said Daughter do within six Months after my decease, or sooner, if required, convey and release unto my Wife and Sons respectively all and every her Estate, Claim and Demand which she hath, or may claim unto any part of her late Grandfather P. J. Esq; his Estate, or any part of the Estate of me or my said Wife, either Real or Personal, either by the Custom of the City of London, or by the Will of the said P. J. or otherwise: But if my said Daughter shall refuse to make and execute such Conveyances and Releases in Confirmation of the several Estates unto my Wife and Sons, according to the Settlements and Estates heretofore and hereby by me made upon Request, then the Devise hereby made unto my said Daughter A. and her Heirs shall be void. And in such case I give the said Messuages and Premises in S. unto my said Wife and her Heirs

Devise to a Daughter, &c. conditionally, that she make a Release of, &c.

Legatee liti-
gating or
claiming by
the Custom of
London, his
Legacy here-
by given, shall
be void.

Guardianship
appointed.

for ever. ~~Provided~~ also, and it is my express Will, Intent and Meaning, That if any Legatee in this my Will shall litigate, controvert or dispute the same, or any part of my Estate, or seek to have or claim any further, greater, or other part of it than what is hereby devised, that in every such Case the Party so litigating, controverting or disputing my said Will, or claiming any greater part of my Estate by the Custom of *London*, (which I take notice of) or otherwise, the Legacy or Bequest hereby given or made to the Party contesting or claiming, shall be void, Any thing herein contained, or any other matter or thing whatsoever to the contrary thereof in any wise notwithstanding. And I hereby commit the Care and Guardianship of all my younger Children, and of their respective Estates unto my said dear Wife during their respective Minority. All the rest of my Estate of what nature, kind or quality soever whereof I shall die seised or possessed at the time of my Decease, I give unto my said Wife, whom I also leave, ordain, make and constitute sole Executrix of this my last Will and Testament, and hereby revoking all former and other Wills, I declare this to be my last Will any Testament, and no other. In Witness whereof, to every Sheet of this my Will contained in three Sheets of Paper, I have put my Hand and Seal this, &c.

*Signed, Sealed and Published
in the presence of us, &c.*

The Copy of Mrs. H's Will.

In the Name of God Amen, I C. H. of, &c. Widow, do make and ordain this my last Will and Testament, as followeth: *Imprimis*, whereas I or some other Person or Persons in Trust for me, am or are seised of a Moiety of certain Messuages, Lands, Tenements and Hereditaments in, &c. which came to me by descent from H. W. Esq; my late Brother deceased, I give and devise the same, as also all other my Messuages, Lands, Tenements and Hereditaments whatsoever and wheresoever in the Kingdom of England unto G. T. of, &c. and R. P. of, &c. their Heirs and Assigns, to the Use and Behoof of the said G. T. and R. P. their Heirs and Assigns for ever In Trust nevertheless, and to the intent and purpose, that they the said G. T. and R. P. or the Survivor of them, his Heirs and Assigns do, and shall sell and dispose of the Freehold and Inheritance thereof by Sale or Mortgage, and of my Personal Estate herein after bequeathed unto them, and do and shall dispose of, pay and apply the Monies arising thereby in the first place to indemnifie, discharge and save harmless C. D. of, &c. and the said G. T. their, &c. from all Damage, Loss or Trouble which shall or may happen unto them or either of them, for or by reason of any Bond or Engagement entred into by the said C. D. and G. T. unto J. C. Gent. on Account of a Distress made by the said Mr. C. or his Order, on my behalf, upon certain Lands in, &c. and from and after the said C. D. and G. T. shall be so indemnified, discharged and saved harmless, in Trust to

In Trust, to be sold, and with the Money arising, together with the Personal Estate, to save harmless certain Securities &c.

Z z z

pay

Execution of this my Will, full Power and Authority to compound any Debts now due and owing unto me, at his and their Discretion. And I do hereby revoke all former Wills by me made. In Witness whereof I have to this my last Will and Testament (contained in two Sheets of Paper) to each Sheet thereof set my Hand and Seal the day of
Anno Dom. &c.

Power given to the Executors to compound any Debts owing to the Testator, &c.

Signed, Sealed and Published in the presence of us, who subscribed our Names in the Presence, and at the Request of the Testatrix.

Mr. M's Will.

A Debt discharged by way of Legacy.

1500 l. to a Daughter, with further appointments, in case she dies before payable.

In the Name of God Amen, I *P. M.* do make and ordain this my last Will and Testament as followeth (that is to say) ~~Whereas~~ I have lent unto my Brother *D. M.* the Sum of 25 l. for which I have a Note under his Hand, Now I do hereby remit the same unto him, and release him of the said Debt. I give unto my Daughter *M. M.* the Sum of 1500 l. of lawful, &c. to be paid her at her Age of 21 years, or Day of Marriage, which shall first happen. And my Will and Desire is, That the said Sum of 1500 l. be with as much convenient speed as may be in the mean time, placed out at Interest upon good Security, by my Executors hereafter named, and the Interest thereof paid unto my said Daughter *M.* for and towards her Maintenance and Education, Benefit and Advantage, until her said Portion of 1500 l. shall become payable. And in case my said Daughter shall happen to die before her said Portion shall become payable, then I give the said Sum of 1500 l. as followeth, (that is to say) one thousand Pounds thereof unto my Son *P. M.* to be paid unto him at his Age of one and twenty years, and in the mean time to be placed out at Interest upon good security for his Benefit and Advantage; unto my loving Wife *C.* the Sum of 400 l. unto my Mother *P.* the Sum of 25 l. unto my Brother *P. M.* the Sum of 25 l. unto my Brother *D. M.* the Sum of 50 l. And it is my Will and Desire, That if my said Son *P. M.* shall happen to die before his said Share of the said

Sum

Sum of 1500 l. shall become payable, as afore-
said, that his said Share of the said 1500 l. shall
be divided as followeth; unto my said Wife C.
the Sum of 600 l. unto my said Mother the Sum
of 100 l. unto my said Brother P. M. the Sum of
100 l. and unto my said Brother D. M. the Sum
of 200 l. to whom in such case I do hereby de-
vise the same respectively. All the rest and re-
sidue of my Goods, Chattels and Personal Es-
tate whatsoever I give and bequeath unto my
Executors hereafter named, for the payment of
my Debts and Legacies herein after bequeathed,
and to dispose of the Overplus (if any there
be) after my said Debts and Legacies satisfied, in
such manner as is hereafter directed and appoint-
ed. And my Will and Desire is, That in case my
said Personal Estate shall not suffice for the pay-
ment of my Debts and the said Legacy of 1500 l.
that then the Rents and Profits of my Messuages,
Lands, Tenements and Real Estate shall, in aid
of my Personal Estate, be subject and liable to
the Payment of my said Debts, and the said
Legacy of 1500 l. And as for and concerning
my Messuages, Lands, Tenements, Hereditaments
and Real Estate, subject as aforesaid, I devise as
followeth, (that is to say) I will and devise to
the said C. my Wife all those my Closes and Par-
cels of Land, Meadow and Pasture now in the
Possession of Mr. J. J. or his Assigns, and lying
within the Mannor, or reputed Mannor of N.
To have and to hold unto the said C. immediate-
ly from and after my Decease, for and du-
ring the Term of her natural Life; And from
and after her Decease, or any sooner determina-
tion of her Estate therein, I will and devise the said
Closes, or parcels of Land, Meadow and Pasture
unto my Son P. and the Heirs of his Body law-
fully begotten, and for default of such Issue, un-

Surplus to
Executors for
Payment of
Debts, &c.

Personal E-
state if not
sufficient for
the payment
of Debts and
Legacies, to be
aided by the
Real.

Devise of
Real Estate.

Conditional-
ly.

to my Daughter *M. M.* and the Heirs of her Body lawfully to be begotten: And for default of such Issue, I will that the same remain and be unto the Heirs of my own Body begotten, or to be begotten. *Provided* always, and my Mind and Will is, That in case the said *C.* my Wife, her, &c. and all other Person or Persons intrusted for her or them, shall not within six Kalendar Months after my Decease, release, make void and discharge all such Gifts, Articles, Covenants and Provisions, Right and Title of Dower, and all other her and their Demands of, in and to my Real and Personal Estate, or either of them, upon reasonable Request, in that behalf to be made (other than, and except what the said *C.* my Wife shall or may claim by virtue of the Gifts and Bequests hereby to her made) then the said *C.* her, &c. shall not have or take any Benefit by this my Will. And whereas I or some other Person or Persons in Trust for me, am or are seised of an Estate of Inheritance in Fee-simple of and in all that Messuage or Tenement with the Appurtenances situate in, &c. wherein I now live, I will and devise the same Messuage or Tenement, with its Appurtenances, unto my said Son *P. M.* and the Heirs of his Body lawfully to be begotten: And for default of such Issue, I will and devise the same Messuage or Tenement, with its Appurtenances, unto my said Wife *C.* for and during the Term of her natural Life, and from and after her decease, or other sooner determination of her Estate therein unto my said Daughter *M.* and the Heirs of her Body lawfully to be begotten. And for default of such Issue, I will that the same remain and be unto the Heirs of my own Body begotten or to be begotten. And as for and concerning my Closes or parcels of Land, Meadow and Pasture in the Possession of *R. P.* or

his

his Assigns lying in, &c. I will and devise the same unto my said Son P. M. and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, unto my said Daughter M. M. and the Heirs of her Body lawfully to be begotten; and for default of such Issue, I will that the same remain and be unto the Heirs of my own Body begotten, or to be begotten. And as for and concerning all and every my Messuages, Lands, Tenements, Hereditaments, and Real Estate from and after the Estates thereof before respectively limited, shall cease and determine, I give and devise the same unto my said Wife C. during the Term of her natural Life (she paying unto my said Mother the Sum of 20 *l. per Annum* during her Life) And after the Decease of my said Wife C. unto my said Brother D. M. his Heirs and Assigns forever, he paying unto my said Mother during her Life, the Sum of 20 *l. per Annum*, and unto my Brother P. the Sum of 400 *l.* And as for and concerning the residue of my Personal Estate, after the Payment of my Debts, and the aforesaid Legacy of 1500 *l.* if any there be, I will and bequeath out of the same unto my said Mother the Sum of 10 *l.* unto my Brother D. the Sum of 5 *l.* and unto my Friends Mr. P. C. of, &c. and G. J. of, &c. the Sum of 10 *l.* a-piece, **Provided** they take on them the Execution of this my Will and Testament. And I do hereby constitute and appoint the said Mr. P. C. and G. T. Executors of this my VVill and Testament. And all the rest of my Personal Estate I will and bequeath unto my said VVife C. and Son and Daughter P. and M. to be equally divided between them Share and Share alike. **Provided** always, and it is my VVill and Desire, That my said Executors and their Executors and Administrators

Executors appointed.

Executors not answerable for Loss of Monies put out,

Guardianship
appointed.

strators shall not be answerable for any Loss that shall or may happen by putting out of any of the the said Sum of 1500 l. or Sums of Money appointed to be placed out at Interest upon Securities, ~~Provided~~ the same be placed out at Interest, with the Approbation and Consent of the said C. my VVife during her life, and after her Decease, of her Executors and Administrators. I will and devise the Tuition and Guardianship of my said Son until he shall attain unto the Age of 21 years, and of my said Daughter until she attain unto the Age of 21 Years, or be married, which shall first happen unto my said VVife C. so long as she shall continue my VVidow and unmarried after my Decease, and no longer. And from and after her decease or second Marriage, which shall first happen unto my Executors and the Survivor of them, and the Executors and Administrators of such Survivor. In witness whereof I have to two parts of this my last VVill and Testament, each contained in ~~all~~ Sheets of Paper set my Hand and Seal to each Sheet thereof this day of ~~the~~ Anno Dom. 1694.

*Signed, Sealed and Published
in the presence of us, &c.*



THE

THE TABLE.

Account.

SEE *Assignment*, pag. 32.
Copartnership, 7, 9, 18, 47, 48, 62, 70
Settlement, 49.

Adowson.

Vide Wills, 17.

Agreement.

See *Articles*, 3, 9, 24, *Indorsement*, *Settlement*, 71

Annuity.

See *Articles*, 1, *Release*, 1, 4. *Mortgage*, 20
Wills, 6

- The Grant of an Annuity for Life, pag. 1
- Discharged of all Taxes of what kind soever, 1, 2
- Nomine Poenæ, 2
- Power to distrain and detain, 3
- 6 d. delivered in the name of Seisin, 3
- Mortgage of a Term for 99 years for securing an Annuity, 3
- To a Trustee in Trust for an Annuitant, 6
- Condition to be void upon the due payment of the Annuity, 6

The Table.

9. *Covenant to pay the Annuity without any deduction whatsoever,* 7, 22
10. *That the Grantor is seised in Fee, and hath power to grant, and the Lands free from Incumbrances,* 8
11. *Covenant from the Annuitant, that the Mortgage shall enjoy till Breach,* 8, 22
12. *A Grant of an Annuity upon special Considerations,* 14
13. *Of an Annuity to commence after the Grantor's Death, for 99 years, if the Grantee lives so long,* 15
14. *Annuity secured by a Collateral Grant of an equitable Estate in Mortgage,* 18
15. *Covenant, that the same is free from all Incumbrances, except, &c.* 23
16. *That the Grantor will pay off the Mortgage in a year, and procure an Assignment from the Mortgagee to the Grantee,* 21
17. *An Annuity by way of Redemption of Lands demised the day before to the now Grantor, for 99 years, if the Grantor shall so long live, reserving a Rent,* 444
18. *The Grantee covenants to pay the Rent, and to pay all Taxes and Impositions whatsoever,* 445, 446
19. *If the Rent be behind 14 days, to forfeit 14 l. and power to enter and distrain,* 446
20. *If unpaid 21 days, the Grantor to enter on the Premises, and enjoy the Rents, Issues and Profits, until paid,* 447
21. *The Grantee may peaceably enjoy, paying the Rent, and performing the Covenants,* 448

Apprentice.

See Copartnership, 27, 39.

Arbitration.

See Copartnership, 13.

Artislen.

The Table.

Articles.

Articles of Covenant subsequent upon the Grant of an Annuity by Bond and Judgment,	16
Covenant, upon payment of a further Sum, to assure the Annuity out of certain Lands,	11
Agreed, that after the Settlement, the payments on the Bond shall cease, till default, &c.	13
The Condition of the Bond for payment of the Annuity, and performance of Covenants,	13, 14
Articles previous to a Purchase, whereby Baron and Feme covenant to convey an Estate which the Wife holds during her life,	24
And the Reversioner covenants to convey the Reversion of the same after the Feme's death,	26
The Purchaser covenants, after the Execution of such Conveyance, to pay, &c.	25, 27
A third Party covenants, that he and his Wife will joyn in the Conveyance freed from all Titles and Incumbrances, except, &c.	28
Agreed, that if the Vendors do not perform their Covenants, the Vendee shall, if he please, be freed from his,	29
Marriage Articles for a Settlement in Jointure, where the intended Husband is under Age,	30
Part to the use of the Husband for Life, and after to Trustees to preserve contingent Remainders,	31
Part to the use of the Jointrix, the Residue to other Uses,	32
Limitation to the first, second and other Sons, and eldest Sons, in Tail male, the eldest to be preferred, &c.	33
For default of such Issue, to Trustees for 500 years for raising Portions for Daughters,	33
After to the use of the Husband's Father, and his Heirs Males, Remainder to his right Heirs,	33

The Table.

16. A Provision for Payments quarterly to the Wife
separate use, and sole disposal, during Coverture
17. For Daughters Portions and Maintenance,
18. Power for Husband to charge the Wife's Jointure
after her death for Daughters Portions,
- 19 The Wife's Father covenants to pay the Portion
upon executing the Settlement, with Interest till
paid,
20. The Husband to release upon payment,
21. In case the Wife dies, the Husband may make
Jointure out of the Premises for a second Wife,
22. In case the Husband dies before 21, and before
the Settlement made, the Portion to be paid to the
Widow, &c.
23. The Husband's Father to deliver up the Capital
Messuage and Furniture to the Son, or pay Rent
24. Articles for building Serl's Court, with many
particular Agreements relating thereunto, 38 & in

Assignment.

- See Bankrupt, 1, 12, 16. Mortgage, 19. Copartnership, 53. Lease, 43.
1. An Equitable Interest in a Sum of Money secured
by a Mortgage assigned by the Mortgagees, with
the direction of the Trustees, and Cestuy que Trust
in which all the former Deeds are recited,
 2. Declarations of Trust recited,
 3. In Consideration of Marriage and Jointure, Trustees
assign to the Husband's Father Monies due
and secured by Mortgage, as part of the Wife's
Portion,
 4. Trustees covenant to stand seised in Trust for the
Benefit of the Assignee,
 5. Trustees covenant with Assignee, that they have
done any Act whereby the Estate may be incumbered

The Table.

- bred, 55, 56
6. Declaration that the Assignee shall receive Monies due at such a time to his own use, and if he receives before, it shall be to the use of the Assignor, 56
7. A Lease of 99 years made to Husband and Wife for their Lives and Survivor, assigned by them in Trust to indemnify a third Person who paid the Husband Money without sufficient Authority, 57, 61
8. The Lease recited to raise Portions for younger Children, &c. 57, 58
9. Wife's Portion to be paid to Trustees, and by them put out, and the Interest paid to the Wife for her separate use, until a Conveyance be executed, and the Principal to be paid to the Wife, or Assigns, in case the Husband dies before, recited, 58, 59
10. Covenant for further Assurance, &c. 62. and to save harmless, 63
11. Covenant that the Assignor hath not incumbered, &c. 63, 68
12. A Mortgage of 500 years recited to be become absolute, assigned by the Executor and Residuary Legatee, pursuant to a Decree in Chancery, to Trustees nominated by the Heir of the Mortgagor in Trust, to attend the Freehold and Inheritance, 64, 65, 66, 67
13. Not to bar the Assignors from their Claim upon any other Lands of the Mortgagor not hereby assigned, for residue of Money not now paid, 67, 68
14. Assignors covenant, that they have not done any Act or Thing whereby the Premises may be charged or incumbered, 68
15. In consideration of a Debt paid by one Joint-obligor (a Surety for the other) and of 5 s. paid by A. W. the Obligee assigns the Bond to the said A. W. in Trust for the Joint-obligor, who paid the Debt

The Table.

- Debt with a Letter of Attorney in the same Deed* 69, 70
16. *The Assignor covenants that he hath not released nor will, unless ordered so to do by some Courts of Law or Equity,* 71, 72
17. *The Assignee covenants to indemnify the Assignor* 71, 76, 82, 83
18. *Several bound for Money, one of them sued put in Bail, the Defendant doth not appear, the Bail bond is assigned to the Creditor, who recovers, and has two Judgments against the Bail; in consideration that one of the Bail paid the Debt, and of 5 paid by a Trustee, the Creditor assigns the original Bond, and Bail-bond, and Judgments, in Trust for him who paid the Money, with a Letter of Attorney, &c.* 73, 74, 75
19. *Creditor covenants that he will, upon Request, and at the Charges of the Assignees acknowledge satisfaction on Record,* 76
20. *Recital of a Statute-Staple, and Mortgage made to a Feme when sole, for securing 200 l. the Feme marries, the Husband in Consideration of the Money paid by a third Person, by the direction of the Executors of the Conizor of the Statute, assigns the said Statute in Trust for the Party who paid the Money, 78, 79, 80. with a Letter of Attorney to extend,* 81
21. *The Husband covenants for himself and Wife to do such Acts as shall be requisite,* 82
22. *That they have not, nor will release, unless compelled by Law or Equity,* 83
23. *The Assignee covenants, that if the Executors of the Conizor repay him the Money at such a day that the Stat. shall be vacated and discharged, &c.* 82, 83
24. *Recital of a Statute acknowledged by two, and an Estate subject to the Statute, purchased of one of the Conizors, 84, 85. In Consideration of Money paid* 84, 85

The Table.

paid to the Conizee by the Purchasor, the Conizee, at the Request of one of the Conizors, assigns the Stat. in Trust for the Purchasor who paid him the Money, to protect the Premises purchased,	85, 86
25. Covenant that the Conizee hath not vacated the Statute, nor will, unless, &c.	87
26. Covenant that the other Joint-conizor shall not be molested in his Person nor Estate, 88, nor the Vendor, unless the Purchasor be disturbed in the Premises,	88
27. One Joint-obligor assigns Money due to him upon an Award, &c. to the other Joint-Obligor, to indemnifie him, with a Letter of Attorney inserted,	90, 91, 92
28. The Assignor covenants not to receive the Money, nor release, &c.	92
29. The Overplus of the Money assigned, after the Debt paid for which the Assignee is jointly bound, and his Charges, to go to the Assignor,	93
30. In case the Assignee be otherwise indemnified, the assigned Premises to be delivered back,	93
31. The Assignor borrowing a Sum of Money of the Assignee, assigns to him a Bond due from another conditionally, that if the Assignor pays the said Sum and Interest on such a day, the Assignment to be void, and the Assignee to deliver back the Bond assigned,	94, 95
32. The Assignee to account for Overplus received, Letters of Attorney inserted,	95 96
33. Assignment of the King's Letters Patents granted to the Assignor for the sole use of a new Invention, for the Term of 14 years,	118
34. Recital of the Letters Patents,	118, 119
35. The Assignor covenants with the Assignee that he hath not, nor will discover the Secret to any other Person during the said Term, &c. 121. and that the Assignee may peaceably enjoy the Priviledges	granted

The Table.

granted during that Term free from Incumbrances,	121
36. Covenant for further Assurance,	121
37. Proviso, these Presents not to avoid or lessen the Benefit of certain Articles made between the Assignor and Assignee,	122
38. Assignment of a Term of 36 years determinable upon 3 Lives,	137
39. Recital of the Lease,	ibid.
40. The Assignee covenants to pay the Rent, and perform the Covenants reserved in the Original Demise, and indemnifie the Assignor therefor,	139
41. The Assignor covenants, that he hath Power to assign, 140, and that the Assignee shall quietly enjoy under the Rents, &c.	ibid.
42. An Exception of two under Leases,	140
43. An Assignment of an Executorship with proper Covenants,	207
44. The Agreement, and Consideration of the Assignment,	209
45. The Executor assigns to the Heir at Law, with Power to sue,	210
46. Covenant for further Assurance, as Council shall advise,	210, 211
47. A Declaration of Privity,	ibid.
48. The Heir covenants to perform the Duty of the Executor, and indemnifie him,	212, 213
49. The Executor covenants not to release,	ibid.
50. The Heir mortgages Land to the Executor to indemnifie him,	ibid.
51. Assignment of Extents and Bills of Exchange, to the Trustees of a Purchaser, to protect the Purchaser's Estate,	314, & inf.
52. Assignment of an Extent of Lands recovered upon a Judgment,	319
53. An Assignment of the growing Interest of a Sum of Money to satisfy a Debt,	454
54. An Assignment of a Legacy devised, and a Judgment	

The Table.

ment given to secure the said Legacy, 395

Attorney.

Letter of Attorney, See *Assignment*, 15, 18, 17, 32
Bankrupt, 10. *Copartnership*, 53, 77

B.

Bankrupt.

See *Opinions*, 5.

1. **A** *Slignment* of a Bankrupt's Real Estate by Bargain and Sale inroled, 97
2. *Recital of the Commission and Proceedings there-upon*, 97, 98
3. *In Trust for the Assignees, and rest of the Creditors*, 100
4. *The Assignees covenant to get possession, to sell, to give an Account, and save the Commissioners harmless*, 100, 101, 105
5. *A Deed of the Distribution of the Bankrupts Estate amongst the Creditors*, 103
6. *Provided, that no Creditor that has not proved his Debt, shall take any Benefit, unless he prove within three Months, &c.* 106
7. *The Creditors covenant to save the Commissioners harmless as far as concerns their several and particular Debts*, 106, 107
8. *A Deed of License and Composition, where after a Commission of Bankrupts sued out, and Assignments made, the Creditors agree to take 10 s. in the Pound*, 108
9. *Creditors declare, that upon such payments they are willing the Commission be superseded, or else the same and the Bankrupt's Estate to be assigned to the Bankrupt, or his Trustees*, 110

A a a a

10. The

The Table.

10. *The Creditors enable the Bankrupt, as their Attorney, to recover his Debts, 110, and grant him License, &c.* 111
11. *Proviso, in case payment be not made, all these Presents to be void,* 112
12. *Assignment of a Bankrupts personal Estate,* 113
13. *Recital of the Commission and Proceedings,* 113
114
14. *The Assignees covenant so account,* 116
15. *To save the Commissioners harmless,* 117
16. *Assignment of a Bankrupts Real Estate,* 123
17. *Recital of the Commission, the Bankruptcy, discovery of the Estate upon Oath, Freehold and Leasehold,* 123, 124, 125
18. *The Bargain and Sale, habend. in Trust for the Assignees and other Creditors,* 126, 127
19. *The Assignees covenant to get speedy Possession, and account, &c.* 127, 128
20. *To indepnise the Commissioners,* *ibid.*
21. *Indenture of Covenant between two Bankrupts and their Creditors,* 129
22. *Recital of the Bankrupts Trade, Debts and Intention to satisfy as far as their Estate will extend,* 130
23. *The Creditors willing to encourage and grant a Letter of License,* 131
24. *Bankrupts covenant to discover their Estate,* 131
25. *To deliver Books, Bonds, and convey in Trust for the Creditors,* 132
26. *To do any further Acts to get in Debts,* 133
27. *To answer upon Oath to a Bill of Discovery to be exhibited in Chancery,* 133
28. *Covenant that the Creditors shall receive 16 s. in the Pound,* 133
29. *For the better getting in, and Recovery of the said Estate and Debts, a Commission of Bankrupts is to be sued out and prosecuted, &c.* 133, 134
30. *The Bankrupt, in Consideration of his making such*

The Table.

such Discovery, and being aiding and assisting, to have his Household-goods, and wearing Apparel, to the value of 200 l. &c. 134

31. The Creditors covenant severally, that upon a true Discovery upon Oath, &c. not to sue or molest the Bodies of the Bankrupts, 134, 135

32. Proviso, if the Bankrupts do not discover and convey the Estate according to the true Intent of these Presents, the Agreement aforesaid to be void, 135

33. Proviso, the Creditors signing these Presents not to be concluded, unless all the Creditors sign, 136

Bargain and Sale.

See Bankrupt, 1, 18, Mortgage, 15. Lease, 31
A short Bargain and Sale to be inrolled, 465

Baron and Feme.

See Assignment, 7, 20, 21, 22. Fine, 3. Declaration, 3, 5, 6

Bond.

See Assignment, 15, 18.

Boot, Wood,

See Lease, 12, 22.

Building.

See Articles, 24. Covenant, 27. Lease 42.

The Table.

C.

Church-Lease, See *Lease*, 10.

See *Mortgage*, 19, 24.

Common Recovery, See *Recovery*.

Composition, See *Bankrupt*, 8.

Condition.

See *Annuity*, 8. *Articles*, 4. *Release*, 4.

Consideration.

See *Copartnership*, 2, 35.

Contingent.

See *Articles*, 11. *Declaration*, 18. *Settlement*, 3,
31, 41. *Opinions*, 3, 16.

Copartnership.

1. A Deed of Copartnership in *Blackwell-Hall* Fa-
Storage, 146
2. Consideration of Stock, &c. *ibid*, 2
3. The Profits and Losses how to be divided, 147
4. If either Party trust, the Loss to be his own, 148
5. Both Parties to use their utmost diligence in Trade,
148, 170, and be just and faithful, 149
6. To take what Money he has occasion for out of the
Stock, 149
7. Accompts to be entred, 149, 183
8. Monies owing, and Bonds to be in both their Names,
149, 171, 184
9. A

The Table.

9. *A general Accompt to be made yearly, and entred,*
150, 184
10. *At the Expiration of the Partnership Debts to be
first paid, and then a Division of the Gains,* 151,
173
11. *Neither Party to discharge Debts assigned to the
other,* 151, 174
12. *No Advantage to be taken by Survivorship,* 151,
152, 153, 165, 174, 187, 198
13. *If any difference happens, to be ended by Arbitra-
tion,* 154, 179, 189
14. *A Copartnership in the Trade of a Tobacconitt,*
155
15. *Covenant to be faithful,* *ibid.*
16. *One of them to attend the Business, and make
Entries,* 156, 157
17. *Bonds to be taken in the name of one of them,*
157
18. *Books of Accompt to be kept at the Shop, and
each Party to have free access to them,* 157, 171
19. *Profit and Loss to be equally divided,* 158, 159
20. *Each to save the other harmless from his separate
Act,* *ibid.*
21. *Not to take up Money, nor trust, nor trade sepa-
rately,* 160
22. *Twelve Months Notice to dissolve the Copartner-
ship,* 161
23. *Other matters relating to it,* 161, 162, 163
24. *Covenant in case one Copartner dies,* 165, 166
186, 187, 199
25. *One covenants to pay the other 25 l. quarterly for
the House and Utensils,* 166, 183
26. *If one Copartner lends the Stock any Money, he
shall have 6 per Cent.* 167
27. *The Money received with an Apprentice, to go to
the Stock,* *ibid.*
28. *A Copartnership in the Trade of a Hosier,* 169
29. *Increase of Stock to be put to the Stock,* *ibid.*

The Table.

30. *Covenant to pay half the Rent of the Shop,* 171
 31. *If either Party die before Accompt made up, the Survivor to have all, giving Security to pay the Executor of the other the deceased's Share of the Joint-stock at first brought in, &c.* 175
 32. *So also if either Party die after the first year, and before the Expiration of the Partnership,* 176, 188
 33. *If one die, the Survivor to pay 30 l. a year for the Shop, to the Executor of the deceased,* 178
 34. *Copartnership in the Trade of a Grocer for six Months,* 180
 35. *Consideration of special Trust and Confidence in each other, and of Joint-stock brought,* *ibid.*
 36. *The Trade to be managed in the House of one of the Partners,* 181
 37. *Profits and Loss to be equally shared and born, except where either Party trusts without the Consent of the other,* 181, 182
 38. *House-rent and Taxes to be paid out of the Joint-Stock,* *ibid.*
 39. *Of the Apprentices Board, and Monies taken with them,* 182, 183
 40. *50 s. per Week to be taken out of the Stock by each Party for his own use,* 183
 41. *Of dissolving the Partnership,* 185, 186
 42. *A Copartnership of four, in buying and selling of Woollen Manufactures, for 7 years,* 191
 43. *One Coparcener to reside at D. beyond Seas,* 192
 44. *The rest to pay for his Diet and Warehousse at D.* *ibid.*
 45. *Each to have equal Share of Gain, Charges and Loss,* 7, 193
 46. *Not to trade separately in the said Goods,* *ibid.*
 47. *The Factor covenants to accompt yearly, or oftener, and use his utmost Skill to manage, &c.* 194
 48. *The manner of the Accompt,* 195
 49. *The other Partners covenant with the Factor to sell to the best advantage all Goods consigned, &c.* 197
- 50 Each

The Table.

50. Each Party giving 12 Months notice, may dis- continue,	197
51. A Deed of Partition between Copartners, after the Partnership ended,	200
52. Recital that they have made an equal Division of Wares, Monies and Debts,	ibid.
53. Grant and Assignment of his Interest in the Sche- dule of Debts, and Letter of Attorney, and cove- nant not to release,	201, 202
54. Covenant to indemnifie,	204
55. Debts owing to be equally born,	205
56. Mutual Covenants that his Servant shall testifie to the proof of Debts,	ibid.
57. A Deed of Copartnership for the Trade of a Stationer for 4 years,	230
58. The Trade where to be managed,	231
59. Covenant, the Profit be brought into the Joint- Trade, and carried on in their Joint-names,	232
60. To manage the Trade in their own Persons, &c.	ibid.
61. To be just and true to each other,	233
62. Accompts how to be kept,	ibid.
63. Not to follow any other Trade alone, or jointly with others,	234
64. Not to enter Bond, or become Bail for above 10 l. without Consent in Writing,	ibid.
65. Concerning trusting,	235
66. Monies to be taken weekly for private Expences, and quarterly for House-rent,	236, 237
67. House, how to be divided,	237
68. Concerning Apprentices,	238
69. Covenant not to make Composition for less Sum than due,	239
70. At Christmas make up Accompts, &c.	239, 240
71. Equal Division of Goods, &c. at the end, and cast Lots,	241
72. Concerning Debts then due,	241, 242, 243
73. No Advantage by Survivorship,	244
74. If	

The Table.

74. If either Party die, the Proceedings, 245, 246,
247, 248
75. Differences to be referred to Arbitrators and Um-
pire, 249, 250
76. A Deed of distribution of a Partnership, after the
Expiration and death of one of them, 251
77. One sells his part of the divided Stock to the
other, with requisite Covenants, Release and Let-
ter of Attorney, 252, 253, &c.
78. Covenant, that they have not received any of the
Debts in the Schedule mentioned, nor discharged any,
nor will, 260
79. Shop-Books to be produced in Court when required
262
80. Charges of recovering Debts, to be divided in
proportion to their parts, 263
81. Either Party bringing an Action for Debts in his
Lot, shall save the other harmless from any Da-
mage for not prosecuting, &c. 264

Copyhold.

See Declarations, 28. Release, 5. Settlement, 106

Corporation.

See Opinions, 6, 11.

Covenant.

1. Covenants between Partners, vide Copartnership.
2. To pay Annuity without any deduction, 7, 22
3. For further Assurance, 17, 22, 62, 307, 313, 407,
411, 581, 622, &c.
4. That the Premises are free from Incumbrances, 20,
312. Except, &c. 407. Vide Annuity, 15, 16
that they are of such annual Value, 583, 611
5. Upon the Execution of such a Conveyance, to pay
&c.

The Table.

&c.	25, 27
6. That he and his Wife will join in a Conveyance,	28, 81
7. To pay a Portion upon executing a Settlement,	35
8. Trustee covenants to stand seised in Trust,	55
9. That they have not done any Act whereby the Estate may be incumbered,	55, 56, 63, 68
10. To save harmless,	63, 71, 76, 82, 87, 204, 264
11. That he hath not released, nor will, unless ordered by Court,	71, 76, 81, 87
12. To acknowledge satisfaction on Record,	76
13. Covenant in defeasance of a Statute upon payment of Money,	82, 83
Vide Assignment,	26
14. Not to receive the Money assigned, nor release,	92
	213
15. Covenants relating to Bankrupts, v. Bankrupts,	4,
	7, 19, 20, &c.
16. To pay Rent and perform Covenants reserved in the original Demise, and indemnifie the Assignor,	139
17. That he hath power to assign, 140, to lease,	144,
	410
18. To pay Rent, and repair, and leave the Premises in Repair,	143, 144
19. For quiet Injoyment,	144, 368, 369, 440, 448,
	608
20. To indemnifie the Lessee against the Head-Landlord,	145
21. For Liberty of Passage,	ibid.
22. To levy a Fine, v. Fine, 1, 3, 4. Mortgage, 25. Settlement,	28, 30, 37, 74, 91
23. A Deed of Covenant from a third Person to pay Interest, in case the Mortgagor neglect to do it, the Mortgagee empowering him to recover the same of the Mortgagor, &c. 342. Another Deed somewhat different from the same effect,	345
24. For payment of Taxes, &c. v. Lease,	19, 33
	25. For

The Table.

25. For Repairs, vide Lease, 3, 11, 19, 27.
 26. For payment of Monies lent upon Mortgage, vide Mortgage, 10, 21.
 27. Covenant for rebuilding upon decay, v. Lease, 42
 28. That he will leave his Heir the House furnished, and Stock of Deer in the Park, 580, 581
 Vide Declaration, 11.
 Defeasance, 3, 4.
 Lease, 12, 18, 20, 22, 25, 29, 34, 36, 41, 42.
 Mortgage, 22, 23, 26. Settlement, 18, 24, 26, 70, &c.
-

D.

Daughters Portions.

SEE Articles, 15, 17, 18. Declarations, 21. Settlement, 15, 46, 63, 64, 68, 80. Wills, 22, 23, 34

Declaration.

See Assignment, 2, 6. Bankrupt, 9. Recovery, 3. Fine, 4. Settlement, 27, 29, 31, 9, 57, 112.

1. A Declaration of Privy, 211
2. A Declaration of Trust, where the Wife's Estate was before Marriage settled in Trustees, 223
3. Recital of a Sum of Money secured upon a Mortgage to a Feme sole, and by her conveyed to Trustees, and that the intended Husband was to pay to the said Trustees a farther Sum of Money; all which Sums were to be laid out in Lands for the Use of the Husband, and Wife, and Issue, &c. 223, 224
4. Recital, that the Marriage took effect, and that the Trustees received both the said Sums, but no convenient Purchase yet found, 225
5. Recital, that the Wife's Money is part of a greater Sum secured by Mortgage to J. S. who declares his Trust to the Use of the Wife's first mentioned Trustees

The Table.

- tees, to be laid out upon a Purchase when, &c. to be settled, ut supra, in the mean time the Husband and Wife to receive the Interest,* ibid.
6. *Baron and Feme declare, that the Money was put out upon the said Security at their Request, and that the Trustees shall not be chargeable with Loss,* 226
7. *A short Declaration of Trust of Lands conveyed for Security of Money to another person,* 227
8. *A Declaration of Trust from Trustees and Guardians to an Infant, of Lands purchased by them for the Infant,* 228
9. *A Deed reciting the Feoffees Names are only used in Trust, and one of them being dead, the surviving Trustee declares the Trust, and conveys the Premises according to the direction of Cestuy que Trust,* 265
10. *A Power of Revocation,* 271
11. *Covenant that he is seised in Fee subject to the Trust, &c.* 272
12. *A Declaration of a Trust upon a Mortgage assigned in Trust,* 273
13. *Declares that his Name is only made use of in Trust for J. W. and that he will transfer, as directed by J. W. or his Executors,* 274
14. *A Deed of Revocation of a former Settlement, and Declaration of new Uses,* 275
15. *Recital of the former Settlement, with power of Revocation, and power to limit new Uses and Trusts* 276, 277
16. *The Revocation,* 278
17. *New Trusts appointed upon the old Settlement,* 279
18. *For Life of Cestuy que Trust, the contingent Uses preserved,* 279
19. *After to the Use of the first and other Sons,* 280
20. *The Wife enfeint at the Husband's death,* 280
21. *Default of Issue-male, Daughters how to be provided,* 281, 282, 283, 284, 285
22. In

The Table.

22. In case there be no Daughters, 286
23. Another Trust limited in case Issue-male, or all die under Age, 287
24. Separate Maintenance, 286
25. After all Sums raised and paid, the Trustees shall surrender the Term, to be drowned and extinguished, 289
26. Power reserved to Cestuy que Trust to make a Jointure, 290
27. Power reserved to Tenants for Life to make Leases for 21 years, with certain Restrictions, *ibid.*
28. A Declaration of the Trust of certain Copyhold-Lands surrendered in Trust, in Tail after the same manner with the Freehold, *ut supra*, 291, 292 &c.
29. Power reserved to charge the Freehold and Copyhold Lands, or any of them, with any Sum not exceeding 4000*l.* 296
30. Power of Revocation, Alteration, and new Limitation reserved, 297
31. The Settlement, as to part, revoked, altered and charged with Monies to be paid as directed by last Will, by Indorsement, 298, 299, 300

Defeasance.

See Mortgage, 26.

1. A Defeasance of a Judgment whereby the Conizee declares not to take any Advantage of the same, if a Sum be paid weekly, 301
2. A Defeasance upon a Judgment given by a principal Debtor, to indemnifie a Bondsman bound with him, 302
3. A Defeasance upon a Mortgage made of a Bishops Lease for Lives, and a Covenant for the Mortgagee upon payment of the Money to reconvey, 305. Habendum in Tail during the Continuance of the Estate, 307
pay

The Table.

4. *Covenant to pay the Money at the Day, or for Non-payment, to make a further Assurance, and till default to enjoy,* 307, 308

Deputation, *vide Lease*, 7.

Devises, *vide Opinions*, 14.

Discharge.

See Annuity, 2. *Copartnership*, 11.

Distress.

See Annuity, 4. *Opinions*, 9.

Distribution.

See Bankrupt, 5. *Opinions*, 4.

Dower.

See Opinions, 2.

E.

Enseine Feme.

SEE *Articles*, 13. *Declaration*, 20. *Settlement*, 6, 94.

Entertainment.

See Lease, 19.

Equity of Redemption, *v. Mortgage*, 5, 7.

Excepts

The Table.

Exception.

See *Assignment*, 42. *Settlement*, 22.

Exchange.

1. Exchange of Lands where two are seised in Fee, 309
2. If either Party be disturbed, such Party to re-enter into so much, &c. 311
3. Mutual Covenants, that the Lands are free from Incumbrances, and for further Assurances, 312

Executor.

See *Opinions*, 1. *Wills*, 30, 31, 39, 40.

The Assignment of an Executorship, with proper Covenants, See *Assignment*, 43.

F.

Feme Covert.

See *Articles*, 16. *Wills* 1, 6.

Feme-seinteint, vide *Enseint*.

Feme sole.

See *Declaration*, 3.

Fine.

1. A Deed of Covenant to levy a Fine, 322

The Table.

2. A Deed to lead the Use of a Fine levied of Fee-
Farm Rents in Reversion, after the death of the
Queen Dowager, 325
3. A Deed of Covenant to levy a Fine by Husband
and Wife, of the Wife's Jointure by a former Hus-
band for 99 years, if the Wife lives so long, 326
4. Deed of Covenant to levy a Fine of an Estate in
Reversion, and a Declaration of the Uses thereof,
329

Vide Settlement, 28, 30, 37, 74.

Mortgage, 25.

Formedon, v. Opinions, 10.

G.

Game, See *Lease*, 13.

Grant.

See *Opinions*, 7. *Mortgages*, 14.

1. Grant of Annuity, vid. *Annuity*
2. A Grant and Release, vide *Lease*, 39.
3. Covenant that he hath power to grant, vide *Settle-
ment*, 26.

Guardianship, vide *Wills*, 12, 16, 26, 41.

H.

Herit, vide *Release*, 3. *Settlement*, 47, 48
56. *Wills*, 12, 13.

B b b

Incum

The Table.

I.

Incumbrances.

Covenant against Incumbrances, vide Covenant, 4, 9.
Exchange, 3.

Indemnifie.

See Assignment, 27, 30, 48. Covenant, 10, 16.
20. Defeasance, 2 Lease, 5.

Indorsement.

See Declaration, 31. Settlement, 27.

*An Agreement indorsed, on a Mortgage in Ireland
the Money being lent in England, to pay but 6 per
Cent. if the Interest be paid at London, but if in
Ireland, 10 per Cent. and the Debtor to be at
Charge of Remittance,* 34

Inrolment.

See Bargain and Sale.

Insurance,

See Lease, 41.

Intail, vide Tail.

Interest.

See Indorsement, Covenant, 23. Assignment, 51.
Settlement, 69. Wills, 1, 22.

Invention

1. A
wh
up
2. L
3. Le
and
tion
4. Le
th
5. Co

The Table.

Invention.

See *Assignment*, 38.

Jointenants.

See *Opinions*, 12.

Jointure.

See *Articles*, 10, 18, 21. *Declaration*, 26. *Settlement*, 39, 45, 51, 54, 61, 87.

Ireland.

See *Indorsement*.

L.

Lease.

SE *Assignment*, 38, 39. *Opinions*, 8. *Settlements*, 16, 17.

1. An under-Lease for 5 years of part of certain Lands which the Lessor holds for 36 years determinable upon 3 Lives, 142
2. Lessor to re-enter for Non-payment of the Rent, 143
3. Lessee covenants to pay the Rent, and repair, *ibid.* and to leave the Premises in Repair at the Expiration of the Term, 144
4. Lessor covenants, that he hath power to lease, and that the Lessee shall quietly enjoy, *ibid.*
5. Covenant to indemnifie the Lessee against Rent payable

The Table.

payable to the Head-landlord,	145
6. Liberty of Passage,	ibid.
7. A Lease, or Deputation of the Office of Secretary or Clerk of Barbados, for years, reserving Rent,	347
8. A Covenant from a third Person on the behalf of the Lessee, to pay the Rent,	348
9. Covenant from the Lessor for the Lessee to enjoy,	349
10. A Lease from a Bishop to the Lessee his Heirs and Assigns during the natural Lives of A. B. and C. and the longer Liver of them,	351, 352
11. Lessee covenants to repair, and leave the same in Repair,	353
12. Lessor covenants that the Lessee shall have all sorts of Boot-wood by Assignment of the said Bishops Woodward. upon Request,	353, 354
13. A Lease of a Fishery, and Liberty of Hunting and Hawking in the Mannor of D. and constitutes the Lessee Keeper of the Game there,	355
14. Power for the Lessor to avoid the Lease and re-enter, if the Rent be not paid,	356
15. A Farmer's Lease, by two Lessors, of a Mannor, for years, excepting Woods, Timber, Waifs, Strays, &c.	358
16. Rent payable so much to one Lessor, and so much to the other,	359
17. Power to re-enter, if the Rent unpaid for three Months, or the Lessee assigns without leave,	360
18. Covenant to pay the Rent, and 5 l. per Annum for every Acre of Meadow ploughed up,	361
19. To keep and leave the Premises in Repair,	362, 363
To provide Meat, Drink and Lodging, and Horse-meat for the Lessors when, &c.	364
To bear and pay all Taxes and Charges whatsoever, except Quit-Rents and Parliament Taxes payable by Landlords,	365

The Table.

20. Six Pounds per Acre to be paid for every Acre
ploughed above 100. 365. the like Sum for every
Acre sowed with Flax or Hemp,
21. Permission for the Lessor, during the last year, to
enter on and plough, &c. fallow Lands without ex-
tinguishing of Rent, 367
22. Covenant from the Lessors to assign Plough-boor,
&c. upon reasonable Request, ibid. 368
23. That the Lessee paying and performing Rents and
Covenants, shall quietly enjoy, &c. ibid. 369
24. Another Lease to the same purpose, 370
25. The Lessee covenants to manure the Premises in
husbandly manner, &c. ibid.
26. A Lease of a House in London, in Consideration
of a Fine, 376
27. Covenants to pay the Rent, to repair, to leave in
good Reparation, the Lessor to enter and view, &c.
277, 278
28. Agreed that the Tenant may pay the Rent reserved
to the Head-Landlord, and the same a good Dis-
charge for so much, 380
29. Covenant, that if the Grand Lessee shall be minded
to renew, the present Lessee shall surrender, the
present Lessor giving a Covenant to make a new
Lease for the Remainder of the Term under the
same Rents and Covenants, &c. 381, 382
30. The Renewing of a Lease for 99 years determin-
able on three Lives. Recital of the former Lease,
383, 384
31. Executrix of the Lessor, and Administratrix of
the Trustee, bargain, sell and lease to the Lessee,
385
32. Except Timber, &c. 386
33. Lessee covenants to pay the Rent without deduction
for Taxes, Free Quarters, or other Imposition what-
soever chargeable by Act of Parliament, or other-
wise, 388
34. Lessor covenants upon the Death of one Life to
renew,

The Table.

- renew, 390
35. Lessee covenants to nominate new Lives, and pay the Fine accordingly, 392
36. Lessor covenants to allow rough Timber towards Repairs, and allow the paying of Quit-Rents and Rent-charges out of the Premises, 393
37. Proviso, the Covenants herein on the Lessors part shall only charge her as Executrix, 394
38. A Lease for a year, to the intent that by these Presents, and the Statute of, &c. the Lessee may be in actual Possession, and thereby enabled to take a Grant and Release of the Inheritance, 457
39. The Grant and Release, 458
40. To the use of the Grantor and J. H. for their several Lives, and after their Deaths to the use of the Grantee his Heirs and Assigns for ever, 460
41. A Covenant, that the Grantor will insure from Fire, 462
42. Covenant, that in case the Houses shall appear to be in decay, so as to require a new Building, the Grantee and Tenant for Life shall join in making a Builders Lease for 60 years, 463, 464
43. A Term of certain Conveniencies going with the said Houses assigned, 464

Licence.

See Bankrupt, 23.

Lives.

See Lease, 10, 30, 34, 35, 38, 39.

London.

See Lease, 26.

Panure.

The Table.

M.

Manure.

SEE Lease, 25.

Marriage.

See Articles, 10. Assignment, 3, 8, 9.
Settlement, 1, 36, 72, 109, 113. Wills, 22

Mortgage.

See Annuity, 6, 14. Assignment, 3, 12, 20.
Defeasance, 3. Covenant, 23. Annuity, 6,
14. Settlement, 19, 21.

1. An Additional Mortgage, where the Mortgagee at the direction of the Mortgagor, sells part of the Lands first mortgaged, in discharge of part of the Sum lent, and the new Lands mortgaged in further Security for the Residue, 217
2. Recital of the first Security, 218, 219
3. Recital of Sale of part of the Premises, 220
4. The new Mortgage of other Lands for further Security, 221
5. Release of Equity of Redemption in the first Mortgage, ibid.
6. A Proviso extending to both upon payment, &c. 222
7. A Deed of Settlement of Lands mortgaged, and the Equity of Redemption, on Trustees, for securing a Sum of Money, and the payment of Interest, 332
8. The Trust declared, 337
9. A Mortgage of two Shares in the New River Water, 398

The Table.

10. Mortgagor covenants to pay the Money lent, 400
11. In default of payment the Mortgagee to enjoy,
and the Mortgagor to make further Assurance, 401
12. Covenant, that Mortgagor, till default of payment,
shall enjoy, 402
13. A short Mortgage to secure a Sum of Money taken
up in haste, 403
14. An absolute Grant of Lands mortgaged, to a
Mortgagee, in Consideration that he undertakes to
pay off other Mortgages upon the same Lands, and
in Consideration of a competent Sum of Money to the
Mortgagor in hand paid, 405, 406
15. Also a Bargain and Sale of the Vendors Goods
taken in Execution, 407
16. Covenant that the Estate is free from Incumbran-
ces, other than, &c. and for further Assurance, *ibid.*
17. A Mortgage of a Church-Lease for 99 years de-
terminable on 3 Lives, 408
18. Mortgagors covenant to pay the Money, that they
have power to grant, have not assigned, nor incum-
bred, and after the default of payment to make
further Assurance, 410, 411
19. An Assignment of a Church Lease in Mortgage,
with Recital thereof, 412
20. Proviso to be void upon payment of certain Sums of
Money upon such days, and also an Annuity of 60l.
per Annum to the Mortgagee for the Term of her
Life, 413, 414
21. Covenant to pay, &c. 415
22. Covenant to renew the Lease in the Names of the
Mortgagees, within 7 years, if the Annuitant be
then living, or any part of the Money unpaid, 417
23. If the Mortgagor refuse, &c. and the Mortgagee
renew, the new Lease shall be chargeable with the
Fine and other Expences, 418
24. A Mortgage of a Dean and Chapters Lease by the
surviving Trustees for the Use of a Parish, by the
direction

The Table.

- direction of the Minister and Church-wardens, and principal Inhabitants of that Parish, 419
25. A Release from several Mortgagors to a Purchaser in Fee, with Covenant to levy a Fine in Wales, 427, 429
26. A Defeasance of the said Indenture of Release, whereby it is declared, that some of the Premises was the Inheritance of one of the Mortgagors, and the rest of the other, and were intended for a Security of 1100 l. upon payment whereof the Mortgagee covenants to reconvey to the respective Owners, 431
-

N.

Nomine Bene.

SEE Annuity, 3, 19.

Notice.

See Copartnership, 22.

O.

Office.

SEE Lease, 7. Opinions, 11.

Opinions.

See Release, 6.

1. Opinions of Eminent Lawyers touching Executors waving a Term of years granted to the Testator, 467
2. Concerning an Action of Dower, 469
3. Touching barring an Estate-Tail where there are Trustees to support contingent Remainders, 471
4. Concerning the Act of Distribution, 473
5. Upon several Points concerning Bankrupts, 474
6. Con-

The Table.

6. Concerning Freemen of a Corporation, and Foreigners trading there;	478
7. Upon a Conveyance of Land granted by the Crown under a yearly Rent,	482
8. Upon Covenants in a Lease where both Landlord and Tenant are altered, the Tenant's Executor how far chargeable,	484
9. Concerning Distresses for Rent,	487
10. Upon a Forfeiture,	490
11. Concerning the Office of Recorder in Stafford,	492
12. Concerning Partition between Jointenants,	499
13. Of a Recovery upon a Tail,	501
14. Concerning Legacies and Devises,	504
15. Of Simoniackal Contracts,	508
16. Upon a Common Recovery, barring of Tails and contingent Remainders,	510

Overplus.

See Assignment, 29, 32.
Settlement, 34.

P.

Partition.

SEE Copartnership, 76. Opinions, 12.
Settlement, 10.

Partnership, vide Copartnership.

Passage.

See Covenant, 21.

Pleading.

See Lease, 18, 20.

Portions.

See Articles, 14. Assignment, 9. Settlement, 9,
19, 24, 25, 33, 57, 59, 64, 65, 71.

Power.

The Table.

Power.

See Covenant, 17. Settlement, 16, 50, 51, 69,
83, 88, 89, 115.

1. Power of Revocation, 271, 276, 297, 635
2. To limit new Uses, 276, 277, 297
3. To make a Jointure, 290, 578, 620
4. For Tenants for life to make Leases for 21 years,
&c. 290, 578, 589
5. To charge the Lands with any Sum, not exceeding,
&c. 296, 689
6. To avoid the Lease, and re-enter, if, &c. 357,
360

Privilege, vide Assignment, 47.

Profit and Loss.

See Copartnership, 37, 45.

Provision for younger Children.

Vide Portions.

Proviso.

See Assignment, 13. Bankrupts, 6, 11, 32, 33.
Mortgage, 6. Release, 8. Lease, 37.

Q.

Queries, vide Opinions

Quiet Enjoyment.

See Covenant, 19.

R.

Ratification.

See Settlement, 17.

Recovery.

The Table.

Recovery.

See Opinions, 2, 13, 16, Release, 7.

1. A Deed from Father, and Son, and Trustees to lead the use of a Recovery to be suffered with treble Voucher, 451
2. The manner of a Recovery directed, 452, 453, 593
3. Declaration of the Uses of the Recovery, 453

Redemise.

See Annuity, 17.

Re-entry.

See Lease, 2, 17.

Release.

See Lease, 39. Mortgage, 525. Copartnership, 77. Covenant, 11.

1. Release of Claim to an Intestate's Estate, in Consideration of an Annuity granted, 16, 17
2. Covenant for further Assurance, 17, 32
3. A Release from the eldest Son and Heir to a younger Son, to whom their Father by Will devised the Land, and left the eldest Son only an Annuity out of the Premises, in pursuance of a Decree in Chancery, 438
4. Upon Trust and Condition that the Annuity to the eldest Son, and another to a Daughter, devised by the same Will, be truly paid, 440
5. The Heir covenants to surrender at the next Court certain Copyhold Lands descended to him as Heir, to the said younger Son; in the mean time to hold them in Trust for him, 441, 442
6. Opinions on this Release, 443
7. A Release upon a Bargain and Sale dated the day before

The Table.

before, to make a perfect Tenant to the Precipe,
that a Common Recovery may be had, 449
8. Proviso, if such a Sum of Money be not paid at
such a day, this Indenture to be void, 450

Renewing.

See Lease, 30, 34. Mortgage, 22.

Repairs.

See Covenant, 18. Lease, 3, 11, 19, 27, 36.

Reversion.

See Fine, 2, 4.

Revocation.

See Declaration, 14, 16, 30, 31. Wills, 10.

S.

Seisin.

See Annuity, 5.

Separate Maintenance.

See Declaration, 24.

Separate Use.

See Articles, 16. Assignment, 9. Wills, 1, 6.

Settlement.

See Mortgage, 7.

1. Marriage-Settlement,

2. On Trustees to the use of the Husband for 99 years,
if

The Table.

- if he so long live, without Impeachment of Waste, 517
3. After to the Trustees to preserve contingent Uses herein after limited, ibid.
4. After the Husband's decease, to the use and intent that the Wife, during her life, take out of the Premises a yearly Rent of 250 l. &c. 518
5. Part of the Premises after the Husband's Death, to the use of other Trustees for the Term of 300 years, for the Trusts herein after mentioned, and after the End, or sooner Determination of that Term, to the use of the first Son, &c. 520
6. If the Husband die without Issue-male, and the Wife enseint, to the use of the said Trustees, till she be delivered or die; if it prove a Son, to the use of that Son in Tail-male, 520, 521
7. In default of such Issue, then to the use of other Trustees for the Term of 100 years upon such Trusts herein after mentioned, 521
8. And from the End or sooner Determination of that Term, to the use of the Husband, his Heirs, &c. for ever, ibid.
9. A Declaration of the Trust of the Term of 300 years for raising by Mortgage of the said Term, 3000 l. for Maintenance and Education of younger Children, 522, 523
10. Any of the younger Children dying, his or her Portion to be equally divided among the Survivors, 523, 559
11. If all die before the Portions be payable, then the Monies raised to be paid to the Reversioner of the Premises after the Term ended, 524, 559
12. The Term not to be mortgaged till some of the Portions become payable, 524, 560
13. In case there be no Children, or all die before, &c. the Term to cease, 524, 525, 560
14. Portions given by the Husband in his Life-time, &c. shall be accounted as part of the Portions here- by

The Table.

- by provided, 525
15. The Trust of the 100 years declared for Daughters Portions, 526, with like Proviso's, ut supra, 528
16. Power for Husband in his Life-time to let Leases for 21 years, 530, for 3 Lives, 530, 531, 689
17. Former Leases made by Tenant for Life, ratified and made good, 531
18. Covenants that he is seised in Fee, hath power to convey, and for quiet Enjoyment, 532, 533 &c.
19. A Deed of Purchase and Settlement of Lands mortgaged, 536
20. Several Mortgages recited, 536, 537
21. The Mortgagee and Mortgagor join in a Conveyance to a Purchaser's Trustees, by Lease and Release, 538, 539
22. Exception of Fences, 539
23. The Uses limited, 539, 540, 541
24. Covenant from the Mortgagee that he hath not incumbered, 543
25. Power reserved to make Leases in Possession, but not in Reversion, or by way of future Interest, &c. 544
26. Covenants that the Mortgagor and Mortgagee, or one of them, are seised in Fee, and have power to grant, &c. 544, 545
27. An Indorsement declaring the meaning of the Parties in relation to some part of the Contents within, 549
28. A Settlement by Covenant to levy a Fine, 550
29. The Uses declared, 551. & inf.
30. Another after the same manner, 553
31. The Uses of the Fine declared, to the Husband for life, sans Impeachment, &c. then to Trustees to support contingent Remainders, 554
32. Several Remainders limited, with proper Proviso's, 555 & inf.
33. Trust declared to raise younger Children's Portions, 557
34. Overplus of the Rents and Profits more than shall be paid for the Maintenance, &c. of the said Children, 557

The Table.

- dren to be paid to the Reversioner, 560
35. Power to lease, 561. Power of Revocation, and to limit new Uses, 562, 563
36. Settlement in Consideration of Marriage, 565
37. Covenant to levy a Fine, 566
38. To the use of the Husband's Father until the Marriage, after to the use of the Son, the intended Husband, for life, without Impeachment, &c. and after the determination of that Estate, to Trustees for preserving Contingencies, 567
39. After the determination of the Husband's Estate, to the use of the Wife for life in Name of a Jointure, and in Barr and Recompence of a Dowry, 567
40. After to the use of the first and other Sons in Tail-male, 567, 568
41. In case of no Male-issue, and the Wife priviment enseint, to the use of such Child, if Son, 568
42. In default of such Issue, to the use of the Husband's Father, and his Heirs for ever, 569
43. Other Lands to the use of the Father for life, after to Trustees to support the contingent Uses following, 567, 570, 571, 572
44. In case no Issue, a Term of 500 years to be mortgaged or sold for raising 7000 l. to be paid to the Widow in recompence of her Jointure, she at the same time transferring her Jointure to the next in Remainder, 574
45. In case there be no Issue-male, but Daughters, the same Term declared to be in Trust to raise Portions for them, 574
46. Trust for Maintenance of Infant-heir, and younger Children, 575, 576
47. If the Heir at Law shall undertake, and give security to make such Payments as appointed, then, and after the performance of the Trust before mentioned, the Term of 500 years shall attend the Inheritance, and the Trustees shall transfer the same

The Table.

- to the Heir, 576, 577
48. And give an account to the Heir of Monies remaining in their Hands, *ibid.*
49. Power for Tenants for life to make Leases, 578
50. And make a Jointure not exceeding, &c, *ibid.*
51. Covenant to pay the Fee-farm Rent, 579
52. Covenants that the Father hath power to settle, 579. That the Lands are free from Incumbrances, and of such an yearly value, 579, 580
53. Covenant to put in Repair, *ibid.*
54. That the Woods contain 380 Acres, *ibid.*
55. Covenant that he will leave to his Heir the Furniture of the Capital House, and Stock of Deer in the Park, 580, 581
56. Declared and agreed, that the Wife's Portion is received in full Satisfaction of all Sums that may be claimed by her, by a former Settlement made for raising Daughters Portions upon her Mother's Marriage, &c. 582, 583
57. Covenant that the Lands settled, are of such a yearly value, &c. 583
58. A Covenant to lay out the intended Wifes Portion, and add as much more in a Purchase of Lands, 584
59. To be settled upon 2 persons indifferently to be chosen, and their Heirs, to the use of the Husband for 99 years, if he so long lives, without Impeachment, &c. then to the use of the Trustees to preserve Contingencies, &c. 585
60. After his decease to the use of the Wife for her Jointure, and in Barr of Dower, *ibid.*
61. Then for the Term of 200 years, under Proviso's herein after mentioned, and after the Determination of the said Term, to the use of the first and other Sons in Tail-male, 586
62. In default of Males, then to the use of the Daughters of the Bodies of the said Husband and Wife, and the Heirs of the Bodies of such Daughters, to take as Tenants in Common, and not as Jointenants;

The Table.

- and in default of such Issue, then to the use of the said Baron and Feme, their Heirs and Assigns for ever, 586
63. The Term of 200 years declared to be in Trust for raising Portions for younger Children, and Daughters, to be paid as expressed, 587
64. If any such Children die, their Portion to be divided among the Survivors, ib.
65. If all die, the Term of 200 years to cease, 588, so when their Portions are paid, ib.
66. If there be but one Child, and that a Daughter, ib.
67. Power for Husband and Joinrix to lease for 21 years, at the improved Rent, 589
68. Power to lend at Interest the doubled Portion first above mentioned, till a Purchase can be had, the Interest to be paid as the Rents should be, 589, 590
69. Covenant from the Wife's Father to pay the Portion to be doubled and laid out, ut supra, in a years time, 590
70. If the Wife die without Issue within 2 years after Marriage, then the Father or Executors to have back a 4th part of the Portion, or an 8th. part of the Lands purchased, 590
71. Another Settlement in Consideration of an intended Marriage, and a Portion received, 591
72. And for providing a competent Jointure, &c. ibid.
73. Covenant to levy a Fine for making a Tenant to the Precipe, 592
74. To the intent a Common Recovery may be had, and the manner thereof directed, 593, 594, 595
75. To the Use, Trust and Intent of the Setlor till the Marriage take effect, and after to the Uses expressed, in Jointure and Tails, 596, 597, 598
76. A Term of 500 years raised for special Trusts, 598
77. Parcel of the Premises charged with a Rent for life, with power of Distress, if 21 days unpaid, and if 50 days unpaid, to enter and hold, 600
78. The Uses declared of the said Lands charged with the

The Table.

- the Rent, and other Lands after the death of a Jointrix, for lives and in Tail, &c.* 601, 602
79. *The Trust of the Term of 500 years declared, for the raising by mortgage and Perception of Rents, Monies for Daughters Portions, &c.* 603, 604
80. *Till the Portions are payable, for Maintenance and Education,* 605
81. *Not to be mortgaged till some Portions become payable,* *ibid.*
82. *Proviso's in case there be Daughters, and all die, or the Father provide for them in his life-time,* 605, 606
83. *Power for Tenants for life to lease for 21 years, with certain Restrictions,* 607
84. *Covenant that he hath an indefeasible Estate in the Premises, hath power to convey, and for quiet Enjoyment,* 607, 608
85. *For further Assurance upon Request within 7 years* 609, 610
86. *That the Jointure is of such a clear yearly value,* 611
87. *Power to sell the Fee of some part of the Premises, the Money to be laid out upon other Lands to be settled as the present are,* *ibid.*
88. *A Memorandum indorsed, that it shall be lawful for the Possessors of the Premises to lease for 3 Lives upon Fines and the old Rent,* 612
89. *A Settlement for barring all Estates Tail and Remainders, &c. and for settling the said Lands upon the Trusts following, in Consideration of 5 s. Father and Son bargain and sell, &c.* 613
90. *Covenants to levy a Fine, and suffer a Common Recovery, &c.* 614, 615
91. *The Uses of the Fine and Recovery declared,* 617
92. *A Tail-male limited to the first, second, and other Sons, &c. of the Body of T. C.* 618
93. *Present or future Wife enseint at the Husband's death,* 619
- C c c 2
95. Power

The Table.

95. Power to charge Lands in N. by Will with any Sum not exceeding, &c. for a Provision for Daughters, or younger Children, 620
96. Power to make Jointures, and to lease for 21 years, 620, 621
97. Covenants for quiet Enjoyment, and further Assurances such Assurances to contain no further Covenants or Warranty than against such persons who make the same their Heirs and Assigns, &c. 622, 623, 624
98. A Settlement of several Estates for payment of certain Debts, 625
99. Recital of the Estates, 625, ad 629
100. Grant and Lease of the same to Trustees for 99 years, if the Grantor so long live, 629, 630
101. Several Trusts declared, 630, 631. residue for payment of certain Debts, 631
102. Provisos, 632. Covenants for further Assurance, 633, to save the Trustees harmless, 634
103. Grantor and Trustees constitute an Agent and an Attorney to receive and collect, &c. 624
104. Power of Revocation, 635
105. Another Settlement of other Estates subsequent to the former, in Trust for several uses, Surplus for payment of certain Debts express'd in a Schedule annexed, 637 ad 645
106. A Settlement of a Copyhold Estate, in Consideration of a Marriage lately had, and of 3000 l. Portion, 647
107. Recites an Agreement made to surrender into the Hands of the Lord of the Mannor, to and for such uses, &c. as shall be by Writing indented, to bear even Date with the Surrender, limited, &c. 647 That the Surrender was made accordingly, 648
108. The Limitation of the said Copyhold Lands declared and appointed, &c. to the Husband for life, after to the Wife for life in part of her Jointure, after to Trustees for 200 years for divers Uses and Provisos, &c. 649 ad 659

109. A

The Table.

109. A Marriage-settlement in pursuance of an Act of Parliament, 661
110. *Recital of a former Settlement, and of a private Act of Parliament to enable the Seller to make a Settlement upon his Marriage, notwithstanding his Non-age,* 661, 662, 663
111. *The Conveyance and Settlement thereupon, from 665 to 674. Monies raised for necessary occasions, secured,* 675
112. *A Legacy given to the Bride paid in the Testator's Life-time, as part of her Portion, declared to be retain'd, in case the Will be altered,* 676
113. A Settlement in pursuance of an Act of Parliament to sell Lands for the payment of Debts, and to settle the rest upon the Husband and Wife, and their Issue, 678
114. *Many Uses and Trusts declared, from 678 to 688. Trustees to be allowed all Charges relating to the Trust, and neither answerable for the other,* 688
115. *Proviso, that the Husband may charge the Estate with 1500 l. without Prejudice to the Wife's Jointure,* 689

Simony.

Vide Opinions, 15.

Statute.

Vide Assignment, 20, 24.

Survivorship.

Vide Copartnership, 12, 31, 73.

T.

Tail.

Vide Articles, 13. Declaration, 19. Defeasance, 3. Opinions, 3. Settlement, 5, 41, 62, 93, 79, 92, 93. Wills, 37.

Ccc 3

Taxes.

The Table.

Taxes.

Vide Annuity, 2, 18. Lease, 33, 19.

Trust.

Vide Annuity, 7. Assignment, 2, 4, 9, 12. Covenant, 8, 9. Bankrupt, 18. Declaration, 2, 5, 7, 8, 9, 13, 28. Mortgage, 8. Release, 4, 5. Settlement, 2. &c. 114.

U.

Uses.

SEE Assignment, 6. Declaration, 14. Recovery, 3. Settlement, 76.

W.

Wills.

1. **M**onies owing devised, and appointed, when received to be put out by the Executor, the Interest and Proceed thereof to be at the disposal of a Feme (then covert) not subject to her Husbands Control or Debts, and after her Death the Principal to her two Daughters to be equally divided, 691, 1692
 2. Provision in case one or both the Daughters die, 692
 3. If any of the Monies so put out, happen to be lost, the Executor not chargeable to make good the Loss, 693
 4. Provision in case either of the Daughters marry, leaving the Mother, ibid.
 5. A Devise of an Annuity, and 100 l. in full discharge of Money due and owing, 694
 6. A Devise of an Annuity to a Feme-covert, so that it may not be subject to the Control of her Husband, ibid.
 7. Particular Legacies, and to the Poor, 695
 8. Subjects his Real Estate in Aid of his Personal to pay Debts and Legacies, 695
 9. The residue of his Estate Personal and Real, to his Son, and makes him his sole Executor, 695, 696
10. For-

The Table.

10. *Former Wills revoked, and two parts of this Writ, both of the same Tenor and Effect, and each signed and sealed, &c.* 696, 714
11. *Devise to the Church, 697. Devise of his Books, ibid.*
12. *Devise of the Guardianship of his Daughters to his Wife, of his Son and Heir to A. and B. with an Annuity for their Pains, &c.* 698
13. *An annual Sum to his Son and Heir till he attain the Age of 21,* ibid.
14. *Ensigns of Honour devised,* ibid.
15. *Devise of Lands according to former Settlements,* ibid.
16. *Guardianship of Daughters limited over in case of Death,* 699
17. *Devise of Adowsons in Trust for such as are not of Age, to enter into Orders, and after to be reconveyed to the Heir at Law,* 699, 700, 701
18. *Devise of Surplus, if any be, after Debts and Legacies paid,* 702
19. *Executors and Overseers appointed,* 701, 702
20. *Certain Lands devised to his Wife for life, and after to his younger Son subject to such Limitations as shall be by Deed appointed,* 703
21. *Leases and personal Estate devised to his Wife, conditionally for payment of Debts and Legacies,* 704
22. *Daughter marrying without her Mother's Consent, to have only the Interest of her intended Portion, the Principal to be secured for her Issue,* ibid.
23. *In case either Daughter dies before Marriage, or the Receipt of her Portion, the same to be at her Mother's disposal,* 705
24. *Devise of Lands to a Daughter conditionally, that she release other Claims that she may have elsewhere, otherwise to his Wife,* ibid.
25. *Legatee litigating, or claiming by the Custom of London, his Legacy hereby given, shall be void,* 706
26. *Guardianship of younger Children committed to the Wife, and makes her Executrix,* ibid.
27. A

The Table.

27. A Devise of Lands in Trust to be sold, and with the Money arising thereby, and the personal Estate, to save harmless certain Securities, &c. 707
28. And after that to pay Debts and Legacies, the Overplus to her Son, 708
29. The personal Estate devised to the same Trustees upon the same Trust as the real was, *ibid.*
30. The Trustees made Executors, with a Legacy to each, in case they take upon them the Execution of the Will, *ibid.*
31. Power given the Executors to compound any Debts owing to the Testatrix, 708, 709
32. A Legacy to her Agent as a Gratitude for following her Suits over and besides his Bill of Costs, 708
33. A Debt discharged by way of Legacy, 710
34. A Portion to a Daughter, with further appointment, in case she dies before payment, *ibid.*
35. Surplus to Executors for payment of Debts, &c. 711
36. Personal Estate, if not sufficient for payment of Debts and Legacies, to be aided by the real, *ibid.*
37. Devise of the real Estate, part to the Wife for life, then to the Son and Daughters successively, in Tail-male, 711, 712
38. If the Wife do not release other Claims, this Devise for Life to her, to be void, 712
39. Executors appointed, and Legacies to them, in case they undertake the Executorship, 713
40. Executors not answerable for loss of Money put out, if it was done with the Approbation and Consent of C. 713, 714
41. Guardianship of Son and Daughter appointed to his Wife during her Widowhood, if she marry, then to Executors, 714

Y.

Younger Children.

Vide Assignment, 8. Settlement, 9, 95, 33.

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